

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF WISCONSIN
3 COURT FILE NO.: 19-cv-1555-JPS

4
5 Kimya D. Green,

6 Plaintiff,

7 -vs-

8 Cenlar FSB,

9 Defendant.

10 VIDEOCONFERENCE 30(B)(6) DEPOSITION OF

11 RAYMOND CRAWFORD

12 July 14, 2020

13 10:15 a.m.

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21
22
23 CIVIL ACTION GROUP

24 Ryan Ziegler, RPR

25 PO Box 1598

Maple Grove, MN 55311

(763) 576-8832

EXHIBIT

The 30(b)(6) deposition of Raymond Crawford was taken
on July 14, 2020; via videoconference; commencing at
10:15 a.m. pursuant to Notice.

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1 (Exhibits 1-25 were marked for
2 identification.)

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4 Raymond Crawford,
5 having been duly sworn, was examined
6 and testified as follows:

7 - - - - -

8 EXAMINATION

9 BY MR. LYONS:

10 Q. Good morning, Mr. Crawford. My name is Tommy Lyons.
11 I am Kimya Green's -- one of Kimya Green's attorneys
12 in this matter, and I'm going to ask you a series of
13 questions this morning, and you understand that you're
14 under oath. Correct?

15 A. Yes.

16 Q. Please state your full name for the record, spelling
17 your last.

18 A. Raymond Crawford, C-R-A-W-F-O-R-D.

19 Q. And what is your home address, sir?

20 A. 6317 Sunsail, S-U-N-S-A-I-L, Place, Apollo Beach,
21 Florida 33572.

22 Q. And what is the year of your birth, sir? The year of
23 your birth.

24 A. 1978.

25 Q. Have you ever had your deposition taken before,

1 Mr. Crawford?

2 A. Yes.

3 Q. On how many previous occasions?

4 A. 50, 60 times.

5 Q. And when was the last time?

6 A. What is it? July? Last month.

7 Q. Okay. So you've had your deposition taken since COVID
8 has kind of disrupted all of our worlds. Correct?

9 A. Yes.

10 Q. Okay. And tell me the -- in the last deposition you
11 gave, was that concerning a Fair Debt Collection or
12 Fair Credit Reporting Act case?

13 A. No.

14 MS. CUMMINGS: Objection. Relevance.

15 BY MR. LYONS, CONTINUING:

16 Q. Tell me -- typically when you provide a deposition,
17 tell me the types of cases you're typically providing
18 deposition testimony in.

19 A. I have provided cases in foreclosure, QWR, credit
20 reporting. Different cases depending on the subject.

21 Q. Have you ever been designated as an expert witness
22 before?

23 A. No, sir.

24 Q. Have you yourself ever been a plaintiff in a lawsuit
25 before? Meaning have you personally ever sued anyone

1 else before?

2 A. No, sir.

3 Q. Has anyone ever sued you personally before?

4 A. No, sir.

5 Q. Have you ever filed bankruptcy?

6 A. No, sir.

7 Q. Have you ever been arrested?

8 A. No, sir.

9 Q. Did you serve in the military?

10 A. No, sir.

11 Q. Tell me where you went to high school.

12 A. The name of my high school or where I went to high
13 school?

14 Q. Tell me the name of where you went to high school.

15 A. John Bartram High School.

16 Q. And where is that located?

17 A. Philadelphia.

18 Q. In what year did you graduate from high school?

19 A. Late '90s.

20 Q. And did you go on to college after that?

21 A. Yes, sir.

22 Q. Where did you go to college?

23 A. Penn State.

24 Q. And what year did you graduate from Penn State?

25 A. Sometime in the 2000s. Early 2000s.

- 1 Q. And what was your degree in from Penn State?
- 2 A. Political science.
- 3 Q. And did you go on to any postsecondary education after
- 4 Penn State?
- 5 A. No, sir.
- 6 Q. Have you ever been fired from a job?
- 7 A. Yes, sir.
- 8 Q. What job were you fired from?
- 9 A. Red Lobster.
- 10 Q. In what year was that?
- 11 A. Sometime in college, but I was rehired.
- 12 Q. Any other job that you were let go from?
- 13 A. No, sir.
- 14 Q. Okay. Who is your current employer?
- 15 A. Cenlar FSB.
- 16 Q. And how long have you worked for Cenlar?
- 17 A. Since September 1st, 2009.
- 18 Q. And what was the first position you had with Cenlar?
- 19 A. Foreclosure analyst.
- 20 Q. Prior to working for Cenlar, where did you work
- 21 immediately before becoming a foreclosure analyst?
- 22 A. I was with Popular Mortgage Servicing, Inc.
- 23 Q. What was your job there?
- 24 A. Loss mitigation specialist.
- 25 Q. And how long were you with Popular?

1 A. I was there from late 2006 until July 2009 when they
2 went out of business.

3 Q. And prior to Popular, where were you employed?

4 A. With -- I started with Homecomings Financial.

5 Q. And what did you do for Homecomings?

6 A. What was the title? Customer service, collection, a
7 loan analyst.

8 Q. And was Homecomings the first job you had after
9 graduating from Penn State?

10 A. Yes, sir.

11 Q. Now, let's talk for a minute about the Homecomings
12 job. Did you have any interaction with credit
13 reporting when you were at Homecomings?

14 A. I'm not sure what you mean, "any interaction."

15 Q. Did you process or review any ACDV communications or
16 have -- work with the e-OSCAR platform?

17 A. No, sir.

18 Q. When you worked at Popular, same question. Did you
19 have any interaction with ACDVs, AUDs, UDFs, or the
20 e-OSCAR platform?

21 A. No, sir.

22 Q. In either of those jobs, Homecomings or Popular
23 Mortgage, did you have any training in the Fair Credit
24 Reporting Act?

25 A. At which job?

- 1 Q. Either one, I'm asking. Homecomings or Popular.
- 2 A. Oh, I don't recall.
- 3 Q. As a foreclosure analyst when you started with Cenlar
4 in September of 2009, tell me about your job
5 responsibilities.
- 6 A. I managed a foreclosure report -- a foreclosure
7 portfolio from the time it was referred to foreclosure
8 up till it went to sale. I worked with the law firm,
9 clients, and investors.
- 10 Q. And how long were you a foreclosure analyst? From
11 September of '09 until when, roughly?
- 12 A. Roughly about late 2012 or early 2013.
- 13 Q. And then what was the next job you had at Cenlar?
- 14 A. Corporate representative.
- 15 Q. And tell me the job responsibilities for a corporate
16 representative.
- 17 A. I review loan documents and business records for
18 trials, depositions, mediations, and settlement
19 conferences.
- 20 Q. And so when you testified earlier that you've given
21 between 50 and 60 depositions during your tenure at
22 Cenlar, when you switched to being a corporate
23 representative, is that when those depositions and
24 trial appearances and trial preparations started?
- 25 A. Yes, sir. I started traveling in March of 2010.

1 Q. And are you still a corporate representative? Is that
2 your current title, or have you changed titles since
3 2012 or 2013?

4 A. Current title.

5 Q. Have your job responsibilities changed from 2012 or
6 '13 to today?

7 A. No.

8 Q. Now, in your capacity as a corporate representative,
9 have you received training in the Fair Credit
10 Reporting Act?

11 A. Yes.

12 Q. Tell me about your training with regard to the FCRA.

13 A. We have banking compliance codes, and we have credit
14 reporting training that is completed to follow the
15 policy and procedures of the credit reporting and how
16 it is done.

17 Q. So the first thing you mentioned is something about
18 compliance codes. Tell me about that.

19 A. It's the F- -- it's the FCRA compliance codes.

20 Q. And is it knowing what those codes are, or is there,
21 like, a code of conduct? That's what I don't -- I
22 guess I'm not understanding.

23 A. It is knowing the information; when it came about, if
24 there's information; and completing the test at the
25 end.

1 Q. And was that done through the e-OSCAR platform, or is
2 that something that Cenlar -- is that a Cenlar test?

3 A. That's a banking test. I guess a Cenlar test.

4 Q. And then you said something about training with
5 regards to policies and procedures, and, again, is
6 that a Cenlar test? Or is that Cenlar training
7 materials?

8 A. Yes. That was training with the credit reporting
9 department.

10 Q. And is that a one-time training module, or is that
11 something you do annually or every so often, or tell
12 me about that.

13 A. Which one?

14 Q. The training with regard to the policies and
15 procedures.

16 A. That's once in a while, whenever there's time in the
17 schedule or so.

18 Q. If I use the term "ACDV," do you know what that is?

19 A. Yes, sir.

20 Q. Okay. Tell me what your understanding of an ACDV is.

21 A. It's a report of a dispute being sent to the credit --
22 to the credit bureaus, and the credit bureaus send the
23 dispute to Cenlar or the bank or mortgage servicer to
24 review to check on the dispute and respond back.

25 Q. And have you ever worked in the department that does

1 the investigation with regard to the ACDVs?

2 A. No, sir.

3 Q. Okay. But you have given testimony in previous cases
4 and in depositions regarding ACDVs. Correct?

5 A. Yes, sir.

6 Q. Do you know what Metro 2 codes are?

7 A. I've seen them before. It's not something I do every
8 day, but I've seen them before.

9 Q. And do you know where you've seen them? Has that been
10 in training or in the compliance information that
11 you've received?

12 A. Training and the ACDV.

13 Q. Who is your direct supervisor?

14 A. My manager is Mat Davila.

15 Q. And do you know what his -- Mr. Davila's title is?

16 A. He's a litigation manager.

17 Q. And, Mr. Crawford, what is your current compensation
18 package for Cenlar? Is that -- are you hourly or
19 salary, or how does that work?

20 A. Salary.

21 Q. And what's your salary per year?

22 A. Not disclosing that.

23 MS. CUMMINGS: Objection. Relevance.

24 BY MR. LYONS, CONTINUING:

25 Q. You can answer.

1 A. I'm not disclosing my salary, sir.

2 Q. You're refusing to answer the question?

3 A. Yeah. I'm not giving my salary.

4 Q. Are there bonuses related to your terms of employment?

5 MS. CUMMINGS: Objection. Relevance.

6 BY MR. LYONS, CONTINUING:

7 Q. You can answer.

8 A. I do not receive a personal bonus. There's bonuses
9 based on if -- based on -- there's company bonuses.

10 Q. Okay. And you can receive those company bonuses?

11 A. If the company does well during the year, they give
12 out bonuses.

13 Q. But the bonuses aren't attached to your work
14 performance. Is that correct?

15 A. I mean, it's partially attached to my work
16 performance. If I don't do my job properly, then
17 there could be a reason why I may not receive a bonus,
18 but it's not based on my testimony of what information
19 I provide.

20 Q. Have you read the complaint that my client, Kimya
21 Green, filed in this action?

22 A. Yes. I've read it. Yes, sir.

23 Q. Okay. When's the last time you looked at it?

24 A. This morning.

25 Q. And I understand you're not an attorney, but in your

1 own words, can you tell me what you believe that
2 Ms. Green is complaining about?

3 A. Company-level credit reporting.

4 Q. Okay. Cenlar's credit reporting?

5 A. Her credit reporting.

6 Q. Cenlar's credit reporting of her loan.

7 A. Yes.

8 Q. Okay. In preparation for your deposition today, other
9 than reading the complaint this morning, have you
10 reviewed any other document?

11 A. Yes.

12 Q. What did you review?

13 A. The doc- -- different documents that was produced for
14 production.

15 Q. Produced by Cenlar in this litigation?

16 A. Yes, sir.

17 Q. Any other documents than the ones that have been
18 produced in the litigation?

19 A. Reviewed those documents and the servicing records of
20 the loan.

21 Q. Did you look into any audio recordings?

22 A. No, sir.

23 Q. In preparation for your deposition, did you speak with
24 anyone other than or outside of your lawyers'
25 presence?

- 1 A. No, sir.
- 2 Q. Okay. So did you speak with anyone in preparation for
3 the deposition?
- 4 A. Outside of my lawyers?
- 5 Q. Outside of your lawyers.
- 6 A. No, sir.
- 7 Q. Okay. You didn't speak to the ACDV operators,
8 Ms. Barker or Ms. Cooper. Is that correct?
- 9 A. That is correct.
- 10 Q. Have you ever spoken with them before on any case?
- 11 A. No, sir.
- 12 Q. Are you aware of any quotas that exist at Cenlar that
13 the ACDV operators need to meet in completing or
14 investigating ACDVs per day?
- 15 A. Quota?
- 16 Q. A quota. When I use that word, do you know what that
17 means?
- 18 A. Yeah, but I'm not sure what you mean by a quota or --
- 19 Q. Is there a certain number of ACDVs that need to be
20 processed either a day, a week, a month by those ACDV
21 operators like Barker and Cooper?
- 22 A. I believe so. Yes, sir.
- 23 Q. Okay. Tell me what you know about those quotas.
- 24 A. I believe not just ACDV, but they need to review about
25 30 loans a day.

1 Q. And when you say review loans, are you talking about
2 the credit disputes that come in through the e-OSCAR
3 platform?

4 A. Different loans, different status, different dispute.
5 Whatever comes in, whatever 30 loans is assigned to
6 them. It could be for different scenarios.

7 Q. Okay. So let's stay on that for a second. Is the --
8 so it's my understanding that Barker and Cooper work
9 in the credit department. Is that correct?

10 A. Credit reporting. Yes.

11 Q. And so that's what I want you to -- that's what I want
12 you to focus on in terms of my question in terms of
13 quotas. Is there a requirement that the credit
14 reporting department representatives work on 30 loans
15 per day?

16 A. Make a review of about 30 loans, yes. Yes. Based on
17 the type of loan, yes.

18 Q. And does the credit reporting department handle both
19 disputes received from the credit reporting agencies
20 as well as direct disputes that come directly from the
21 customers?

22 A. Yes. Direct and indirect dispute. Yes.

23 Q. If the credit reporting department needs to make a
24 change regarding a direct dispute from a customer,
25 they use what's called an AUD. Is that correct?

1 A. Yes, sir.

2 Q. Okay. And an indirect dispute, they would be
3 responding to what's called an ACDV. Correct?

4 A. Yes, sir.

5 Q. Okay. When the credit reporting agents like Barker
6 and Cooper respond to ACDVs, what systems do they have
7 available to them to review to perform their
8 investigations?

9 A. Black Knight Servicing Platform.

10 Q. Anything else?

11 A. No, sir.

12 Q. Okay. So within the Black Knight Servicing Platform,
13 tell me what information they have available to them.

14 A. You have every loan information available.

15 Q. And does Black Knight also serve as a warehouse for
16 the account notes?

17 A. I'm not sure what you mean, "a warehouse."

18 Q. Through Black Knight, you can access the Cenlar
19 account notes for the loans. Correct?

20 A. Yes.

21 Q. Okay. And you can also access e-OSCAR to communicate
22 with the credit reporting agencies through the ACDVs.

23 Correct?

24 A. Right.

25 Q. And is that all done through Black Knight, or are

1 those separate systems?

2 A. I mean, the report is sent from Black Knight to
3 e-OSCAR.

4 Q. Okay. But Cooper and Barker don't work for Black
5 Knight. They work for Cenlar. Correct?

6 A. That is correct.

7 Q. Who is the department head of credit reporting?

8 A. I don't understand the question.

9 Q. Who's the head of the credit reporting department?

10 A. Oh, I don't know the manager's name offhand.

11 Q. And do you know how many operators or agents like
12 Barker and Cooper there are in the credit reporting
13 department?

14 A. No, sir.

15 Q. Okay. Let's show the witness Deposition Exhibit
16 Number 1.

17 (Exhibit 1 was introduced at this time.)

18 BY MR. LYONS, CONTINUING:

19 Q. Mr. Crawford, I'm showing you what's been marked as
20 Deposition Exhibit Number 1. Have you seen this
21 document before? And the court reporter will scroll
22 slowly through the pages.

23 A. Yes, sir.

24 Q. Okay. And when did you first see this document?

25 A. Is this the first -- is this the amended one or the

1 first time the deposition was set up?

2 Q. Okay. And this is -- this is the amended, so this is
3 the second notice. Right?

4 A. I don't remember seeing a date on there, but, I guess,
5 depending on what date is on this determines which one
6 is the first or the second.

7 Q. Okay. Well, I'm going to represent to you this is the
8 second notice. If we could -- if you could look at
9 Number 4 on Exhibit 1, on the first page, it says --
10 one of the topics I want to talk with you about today
11 is, "The critique, if any, of each ACDV operator's
12 'investigation' into the plaintiff's" -- and that's my
13 client's, Kimya Green's -- "disputes." Do you see
14 that.

15 A. Yes, sir.

16 Q. Do you know if there were any critiques by Cenlar or
17 Cenlar management or Cenlar litigation management team
18 into the investigations that were performed related to
19 the plaintiff's disputes?

20 A. I'm not sure what you mean by any crit- -- Cenlar's
21 critique.

22 Q. Was there any review or auditing of those
23 investigations performed by Cooper and Barker?

24 A. Not an investigation. Not that I know of, sir.

25 Q. Okay. Thank you.

1 And we talked -- if you look at Number 5, it
2 says, "Criteria or quotas." That's -- we talked about
3 that a minute ago. You thought that those processors
4 needed to look into approximately 30 loans per day.
5 Is that what you said?

6 A. Yes, sir.

7 Q. If I could show you what has been marked as Deposition
8 Exhibit Number 2, let's put that up on the screen for
9 you.

10 COURT REPORTER: And first I will upload it
11 for Ms. Cummings.

12 MR. LYONS: Thank you.

13 (Exhibit 2 was introduced at this time.)

14 BY MR. LYONS, CONTINUING:

15 Q. Mr. Crawford, this is Cenlar's answer and affirmative
16 defenses. It's an eight-page document. Have you seen
17 this document before?

18 A. Yes, sir.

19 Q. Okay. If we could turn to page 7 of 8, at the bottom
20 of the page, in the wherefore clause, at paragraph 2,
21 it says, "That defendant be awarded its costs,
22 disbursements, and attorney's fees and expenses
23 incurred herein." Do you see that?

24 A. Yes, sir.

25 Q. What is the amount of the attorney's fees and costs

1 that Cenlar has incurred to date in defending this
2 case that Ms. Green has brought?

3 MS. CUMMINGS: Objection. Relevance.

4 BY MR. LYONS, CONTINUING:

5 Q. You can answer.

6 A. I do not know the amount offhand, sir.

7 Q. Okay. And is that information that you would be privy
8 to as part of your job as the corporate
9 representative?

10 A. That's information, if I need, I can request the
11 invoices that has been paid on the account.

12 Q. And have there been occasions when you've had to do
13 that?

14 A. For invoices?

15 Q. Yeah. Are there -- are there occasions in your job
16 when you have requested the invoices for the
17 attorney's fees and costs that Cenlar's been paying?

18 A. Not that -- if the invoices is part of the exhibits,
19 then yes.

20 Q. Did you review this answer before it was filed on
21 January 9th, 2020?

22 A. No, sir.

23 Q. All right. Now I'd like to show you Deposition
24 Exhibit Number 3.

25 (Exhibit 3 was introduced at this time.)

1 BY MR. LYONS, CONTINUING:

2 Q. Mr. Crawford, I'm showing you Exhibit 3, which are
3 Cenlar's responses to the first set of interrogatories
4 and requests for production of documents. Have you
5 seen this document before?

6 A. Yes, sir.

7 Q. Okay. And if we scroll to the second-to-the-last
8 page, they were certified and verified by Erin
9 Sullivan. Do you see that?

10 A. Yes.

11 Q. Now, it looks like she only verified certain
12 interrogatories. Do you know who Erin Sullivan is?

13 A. I do not know her personally, but I've seen her name
14 before.

15 Q. Okay. And it says the position -- her position is
16 manager. Do you know what she's manager of?

17 A. Not off the top of my head.

18 Q. Okay. And then if we go one more page before that,
19 you will see that other interrogatories were verified
20 by someone named Diane Constantine. Do you see that?

21 A. Yes, sir.

22 Q. And do you know Diane Constantine?

23 A. Yes, I do.

24 Q. And who is -- who is she?

25 A. I do not -- I do not know off the top of my head her

1 current position, but she was my former manager.

2 Q. And you don't know what her current position is now?

3 A. No, sir. I don't know her current position now.

4 Q. But she's still with the company. Right?

5 A. Yes, sir.

6 Q. Okay. All right. Then if we could scroll up to
7 Interrogatory Number 4, okay. Yep. Interrogatory
8 Number 4.

9 And if you look at the answer or the response to
10 Interrogatory Number 4, after the objections, it says,
11 "Plaintiff made trial payments from March 31st, 2017,
12 till May 12th, 2018." Do you see that?

13 A. Yes, sir.

14 Q. Is that unusual? That a customer of Cenlar would make
15 trial payments for -- well, it almost amounts to 15
16 months?

17 A. I'm not understanding the question, "Is that unusual?"

18 Q. Is that -- is that how trial payments in those
19 programs work? That you would make a trial payment
20 for 15 months?

21 A. Each loan and each trial payment is different, but a
22 trial payment is usually three months.

23 Q. Okay. And that was kind of my question. Right?
24 Typically you make a trial payment for three months.
25 Correct?

1 A. Yes, sir.

2 Q. Okay. And what circumstances allow for trial payments
3 beyond three months?

4 A. If there is something that is preventing a loan from
5 becoming -- the loan modification from becoming
6 permanent.

7 Q. And is there a term that is used regarding the loan
8 modification called "conversion"?

9 A. I'm not sure -- con- -- what about conversion?

10 Q. Let me explain it, and then I'll show you an example
11 in a minute, but at some point in time, it goes from
12 the trial payments to a modification. Right? There's
13 a conversion from the trial payments to the conversion
14 to the new loan modification amount. Is that correct?

15 A. Well, it goes from a trial payment to a permanent loan
16 modification.

17 Q. Thank you.

18 And does the -- does Cenlar have the ability to
19 extend the trial payment period from 3 to 15 months?

20 A. The trial payment period is not being extended.
21 Payments are being received while there's different
22 stuff being worked on to make the loan permanent.

23 Q. Okay. But is there -- does the customer have to
24 continue to sign a new trial payment plan if it's
25 going to go beyond the three months?

1 A. It is not a new trial plan. It is the same plan, and
2 the homeowner is continuing to make that payment,
3 again, until the loan becomes permanent.

4 Q. Okay. And so am I correct in reading Interrogatory
5 Response Number 4 that the trial payments for Ms. --
6 for Ms. Green were from March 31st, 2017, until
7 May 12th, 2018?

8 A. That's not what the document says, sir. The trial
9 plan that was sent to her was for three months.

10 Q. Okay. So at the end of three months, was she supposed
11 to continue making the trial payments?

12 A. At the end of three months, the loan needs to be
13 reviewed to turn it into a permanent modification.

14 Q. And if there are things that are still holding up that
15 modification, is the customer to continue to pay the
16 trial payments?

17 A. That is the customer's position. A payment is still
18 due, so if they continue to make the payment, it
19 benefits them, but if there's something being worked
20 on in the back, it will prevent that permanent mod
21 from taking place.

22 Q. Right. Okay. I think I understand. So -- but the
23 way I read this answer is that the plaintiff continued
24 to make the trial payments from March 31st, 2017,
25 until May 12th, 2018. That's -- is that what she was

1 supposed to do?

2 A. That's -- that -- the statement there, that's what she
3 did.

4 Q. Okay. So the Cenlar records show that, from
5 March 31st, 2017, until May 12th, 2018, she made the
6 trial payments. Right?

7 A. Right. There were payments of that amount. Yes.

8 Q. Okay. And are -- as you sit here today, do you know
9 whether or not that was compliant with the trial
10 payment letter that she signed?

11 A. Again, the trial payment letter was for three months,
12 the first three months.

13 Q. So how does -- so what is she supposed to do on Month
14 Number 4?

15 A. On Month Number 4, that's when it's supposed to be
16 reviewed for a loan modification. If the loan
17 modification is not in place, the loan has not been
18 brought current, and she should continue making her
19 trial plan while they work on the problem, on the
20 judgment problem, to have that resolved.

21 Q. Okay.

22 A. And after a certain time, if there's no resolution,
23 then they will stop accepting payments and deny the
24 trial plan.

25 Q. Okay. But while she is in the trial plan, she should

1 continue to make the trial payments.

2 A. I'm sorry. The last question kind of broke in and
3 out.

4 Q. My apologies.

5 During the trial plan, Cenlar is expecting the
6 plaintiff in this case, Ms. Green, to make the trial
7 payments. Correct?

8 A. Right. For the first three months, right.

9 Q. Okay. Okay. And then now let's go back to what
10 happens on Month Number 4? If the loan is being
11 reviewed and they're still trying to work it out,
12 should she make the trial payments, or should she go
13 back to the old payments? The regular payment?

14 A. She, in that scenario, continues to make a payment,
15 because the payment is still due, whether on a trial
16 plan or not. So you continue to make your payment
17 while the work is being done in the back.

18 Q. And --

19 A. So rather than -- rather than canceling the loan
20 modification, Cenlar, as the creditor, was continuing
21 accepting the payments while we worked to resolve the
22 issue.

23 Q. Okay. And so -- but then I guess that's what I'm
24 trying to find out. In Month Number 4, while Cenlar's
25 trying to work out the loan modification, should

1 the -- should the plaintiff make the trial payment or
2 the old, regular payment?

3 A. I mean, at that point, there's no -- there's no plan
4 in place. The trial plan was for three months. Now
5 you've gone beyond the three months, so --

6 Q. And are you aware of any communication after the
7 three-month trial period that instructed the plaintiff
8 in this case to go back to making her regular payment?

9 A. I'm not aware of any communication with that, sir.

10 Q. Okay. So you can't point to a document or a
11 communication, whether written or verbal, where
12 someone from Cenlar told Ms. Green to make her regular
13 monthly payment starting in Month Number 4 after the
14 three trial payments.

15 A. I will need to look at a document, if you have a copy
16 of the collection notes, to go and see during that
17 time what was discussed. I don't remember everything
18 offhand at that time.

19 Q. But is it within the discretion of the Cenlar agents
20 to instruct the plaintiff to continue to make the
21 trial payments during the loan modification review?

22 A. Their instructions would instruct the homeowner to
23 continue making their payment, because, again, the
24 payment is still due while you work on the permanent
25 loan modification.

1 Q. Right. And do they have the authority or discretion
2 to tell the customer like Ms. Green to continue making
3 the trial payment past the three months?

4 A. We cannot stop anyone from making a payment. So if
5 the homeowner continues to make their payment, it only
6 benefits them in the long run, because, again, the
7 payment is still due.

8 If it comes to the point where Cenlar receives a
9 payment, reviews their account, and based on a
10 delinquent status they can no longer accept the
11 payment, then the payment is sent back. But we at no
12 point tell a homeowner not to make their monthly
13 payment.

14 Q. Let me show you what has been marked as Deposition
15 Exhibit Number 4.

16 (Exhibit 4 was introduced at this time.)

17 MR. LYONS: Okay. Up on the screen is
18 Exhibit 4, and unfortunately, these are not
19 Bates-labeled, so let's do this. On the left-hand
20 side, Madam Court Reporter, you will see dates in the
21 second row past the three-alpha code. So, for
22 example, on this first page that we're looking at, you
23 see COL at the top of the page, and then next to that
24 is an 11/09/18 date.

25 And so what I'm going to ask you to do is

1 scroll to the back of the exhibit, starting on a page
2 that has at the top of it the letter code LMT and then
3 3/15/17. I'll try to tell you when you get there.
4 Yep. You're getting pretty close. Yep. That's it
5 right there.

6 BY MR. LYONS, CONTINUING:

7 Q. So, Mr. Crawford, Exhibit Number 4, how do you refer
8 to these screenshots? Is this -- are these the
9 collection notes, or what are these?

10 A. Yes, sir. Collection notes.

11 Q. Okay. Thank you.

12 A. Consolidated notes.

13 Q. Consolidated notes. And is that -- when you mean
14 "consolidated," is that pulling from collection, loss
15 mitigation, customer service? Those are all
16 consolidated. Correct?

17 A. It's pulling from different doc- -- different
18 departments. If you go on the top of the document, it
19 has a list of the departments, and if there's a Y next
20 to it, the notes are included. If there's an N, the
21 notes are not included.

22 Q. Thank you.

23 Okay. So let's start on this page with these
24 notes, and I'm going to ask you for your
25 interpretation of some of these notes and try to

1 figure out what they say. So in the middle of the
2 page, there's a note that says, "LMT, 3/15/17," with a
3 hashtag and then a BV, and it says, "Package complete.
4 Sent to underwriting or negotiator." Do you see that
5 note?

6 A. Yes, sir.

7 Q. All right. And tell me what you understand that note
8 to mean.

9 A. Meaning you had a full financial package and you sent
10 it to the underwriter or the negotiator, depending on
11 what is being reviewed.

12 Q. And is this related to the HAMP modification program
13 that the plaintiff entered into in March of 2017?

14 A. Not the review process.

15 Q. Okay. So let's take a look at -- let's set this
16 document aside. We'll come back to it, but now I want
17 Exhibit 14 to be put up on the screen.

18 (Exhibit 14 was introduced at this time.)

19 BY MR. LYONS, CONTINUING:

20 Q. Okay. So, Mr. Crawford, I'm showing you what's been
21 marked as Deposition Exhibit Number 14. It's a
22 March 15th, 2017, letter from Bayview to the plaintiff
23 related to a HAMP modification program. Do you see
24 that?

25 A. Yes, sir.

1 Q. Okay. And then kind of like we talked about before,
2 if you go down the page, it says, "To accept this
3 offer, you must execute and return a signed agreement
4 before the first payment due date and make new monthly
5 payment of 1,157.31 for the next three months of the
6 trial period." Do you see that?

7 A. Yes, sir.

8 Q. And it says the first payment is due on March -- or on
9 April 1st, May 1, and June 1 of 2017. Do you see
10 that?

11 A. Yes, sir.

12 Q. Okay. And then it's followed by, "Send these payments
13 instead of your normal monthly mortgage payment." Do
14 you see that?

15 A. Yes, sir.

16 Q. Okay. Now, who is Bayview Loan Servicing, LLC, that
17 we see referenced at the top?

18 A. It's an entirely different entity, different business.

19 Q. Right. And what is their -- what is their connection
20 to the plaintiff's loan with Cenlar?

21 A. During that time frame, they handled some loss
22 mitigation work for us.

23 Q. Okay. So Cenlar was the servicer of the loan. Is
24 that correct?

25 A. Cenlar's the subservicer.

- 1 Q. Cenlar's the subservicer?
- 2 A. Yes. The subservicer of the loan.
- 3 Q. Okay. Who is the servicer of the loan?
- 4 A. It'd be -- at that time, I believe it was Lakeview.
- 5 Q. Okay. So Lakeview's the servicer, Cenlar is the
- 6 subservicer, and then Bayview is -- what do we --
- 7 what's their title? What do we call them?
- 8 A. Bayview is handling some loss mitigation work.
- 9 Q. For Cenlar?
- 10 A. Yes.
- 11 Q. Okay. So they -- they're kind of the loss mit folks.
- 12 Right?
- 13 A. They were handling some loss mitigation work for
- 14 Cenlar. Again, Bayview is a separate company.
- 15 Q. Right. No. I get that they're a separate company,
- 16 but they're working on behalf of Cenlar in
- 17 communicating with Ms. Green. Correct?
- 18 A. They're working on behalf of Cenlar of handling loss
- 19 mitigation work.
- 20 Q. Okay. And would this qualify -- this HAMP
- 21 modification program, does that qualify as loss
- 22 mitigation work?
- 23 A. It's an FHA Home Affordable Mortgage Program. Yes.
- 24 Q. All right. And on the fourth page of the exhibit,
- 25 Ms. Green executed it, it looks like, on March 20th,

- 1 2017. Right?
- 2 A. That's what's stated on the document.
- 3 Q. Okay. And you don't have any reason to dispute that?
- 4 A. That's what's stated on the document, sir.
- 5 Q. Okay. And that's -- I'm just saying do you have any
- 6 information to dispute that Ms. Green didn't sign the
- 7 document on May 30th, 2017 [sic]?
- 8 A. I don't know Ms. Green. I don't know when she signed
- 9 or did not sign this document. I can only go off
- 10 what's stated in the document.
- 11 Q. Right. But you don't have any other information in
- 12 your possession that would contradict or call into
- 13 question that that's not accurate. Correct?
- 14 A. I'm only going off what's on the document, sir.
- 15 Q. Okay. So --
- 16 A. And that's the date on the document.
- 17 Q. Yep. Okay. And if you go back to the front page of
- 18 Exhibit 14, there's a mark at the top of the page that
- 19 says, "Fulfillment, March 21st, 2017." Do you know
- 20 what that means?
- 21 A. That's when the document was received.
- 22 Q. By whom?
- 23 A. By Cenlar or Bayview.
- 24 Q. Which one?
- 25 A. It depends on where the document was sent, what

1 address in this document it was advised to send it to.

2 Q. Okay. So you're -- as you sit here, you're not sure
3 who received -- who stamped that document.

4 A. No. Not going off that. I'm not sure who stamped it,
5 but, again, the address would be in the document
6 advising them where to send it to.

7 Q. Okay. All right. So now let's go back to Exhibit 4,
8 and it looks like on that same page that we were just
9 on, on March 15th, 2017 -- yeah. About maybe the
10 second note down -- or let's start with the first note
11 that is complete at the top.

12 So the hashtag "BV" is Bayview. Is that correct?

13 A. Yes, sir.

14 Q. That's who entered this note.

15 A. Yes, sir.

16 Q. Okay. And it says -- in that note, it says, "Spoke
17 with Kimya Green, verified e-mail and phone. She
18 states that she spoke with the city, and there is no
19 lien, so I advise I will submit file and move forward
20 with the modification. I will re-pull the title." Do
21 you see that?

22 A. Yes, sir.

23 Q. What does that mean?

24 A. Spoke with the homeowner, and the homeowner advised
25 there was no lien.

1 Q. Okay. So no -- there's no liens on the property.
2 Right? Is that what that -- is that what that's
3 indicating?

4 A. That's what is stated in the notes. That's what the
5 homeowner advised.

6 Q. Okay. And then re-pulling the title, what does that
7 mean?

8 A. Request a title report.

9 Q. And who does Bayview request the title report from?

10 A. I don't know the title company at that time, sir.

11 Q. Do you remember whether or not it's ServiceLink? Does
12 that sound familiar?

13 A. ServiceLink sounds familiar, but I don't know where
14 they pulled the title from at that -- in 2017.

15 Q. Okay. Now if we scroll up to the -- yeah, to that
16 page, there's a note at the bottom.

17 Second note from the bottom says, "Fixed to
18 fixed." What does that mean?

19 A. A fixed mortgage going to another fixed mortgage.

20 Q. Okay. And then the next note up from that, again on
21 3/15/17, says, "Approved FHA HAMP." Right?

22 A. Right.

23 Q. And does that mean that it was approved?

24 A. Yes.

25 Q. Okay. And who approved it at that time?

- 1 A. FHA.
- 2 Q. Okay. And so is that the end of the process, or does
3 somebody else have to approve it?
- 4 A. That's the end of what process?
- 5 Q. Well, that's -- so, remember, we're trying to seek a
6 loan modification. Right? And so we need to get
7 it --
- 8 A. Right.
- 9 Q. We need to get it approved. Right?
- 10 A. Correct.
- 11 Q. Okay. So tell me who has to approve it.
- 12 A. FHA.
- 13 Q. Okay. And so that's what I'm trying to figure out.
14 So when I look at the note, it looks like it's
15 approved. Right? By FHA?
- 16 A. Yes.
- 17 Q. So what else -- so the only thing that needs to happen
18 now is what? That she needs to make the three trial
19 period payments?
- 20 A. They need to send out a trial payment letter.
- 21 Q. Okay. So is the -- the loan modification hasn't been
22 approved. The only thing that's been approved is the
23 trial payment period?
- 24 A. That is correct.
- 25 Q. Okay. So the modification hasn't been approved yet.

1 A. You have a trial plan before it becomes a permanent
2 modification.

3 Q. Right. But what I'm trying to figure out is the
4 process by which the loan modification is going to be
5 approved. Right? So do we have to go through the
6 three payments first and then it gets approved? Or do
7 we get it approved first and then, if it -- if she
8 makes the three payments on time, it should be
9 converted?

10 A. It gets approved. You advise of the trial plan. If
11 you keep the terms of the trial plan, it is then
12 reviewed for a permanent modification.

13 Q. Who reviews for permanent modification?

14 A. The same process. It's the same underwriter, and run
15 it through the same FHA system.

16 Q. Okay. So those are the three -- really, the three
17 steps. Right? We've got to get -- first, we've got
18 to get approval right off the bat by FHA. Right?

19 A. Right.

20 Q. Then we've got to -- then we've got to get the trial
21 payments taken care of. Right?

22 A. Right.

23 Q. And then the third step is to go back to FHA and say,
24 "She made the three payments. What do you say now?"

25 A. Right. You run it through the -- you run it through

1 the permanent mod underwriting step. Yes.

2 Q. Okay. And does FHA review the title report as well,
3 or is that only Bayview and Cenlar that's doing that?

4 A. That would be the underwriter reviewing the credit --
5 the title report.

6 Q. Yep. And who does that person work -- and that's what
7 I'm asking you. Is that an agent of Cenlar or an
8 agent of Bayview or an agent of FHA?

9 A. This one is an agent of Bayview.

10 Q. Okay. So Bayview's going to make that call. And is
11 there --

12 A. Yes.

13 Q. Is there a review process that would take it from --
14 out of Bayview's hands and up to Cenlar's hands to
15 make sure that Bayview knows what they're doing?

16 A. If there's an issue, Bayview would bring the issue up
17 to Cenlar.

18 Q. Okay. So we'll get to that in a minute.

19 Mr. Crawford, we've been going at it for about an
20 hour. I want to be respectful of your -- of your
21 comfort, and so do you want to take a break for five
22 minutes?

23 A. It's totally up to you. I have other stuff on my
24 schedule, so I'm good and fine. I have a bottle of
25 water here.

1 Q. Okay.

2 A. So up to you and the court reporter.

3 MR. LYONS: Okay. Madam Court Reporter, how
4 are you doing?

5 COURT REPORTER: Sorry. I had to figure out
6 how to stop share. I'm doing fine to continue.

7 MR. LYONS: Okay. And, Ms. Cummings, how
8 are you?

9 MS. CUMMINGS: I'm doing fine.

10 MR. LYONS: Okay. All right. Then let's
11 press forward.

12 BY MR. LYONS, CONTINUING:

13 Q. Okay. So we're going to go back to that exhibit. The
14 same page that we were just on and, again, same
15 contact -- or same note, further up, kind of in the
16 middle of the page, where the redaction is, the
17 Bayview agent says, "Contact made with customer. I
18 advised she was approved and the MLO will be calling
19 today." What's the MLO?

20 A. That is the loss mitigation letter.

21 Q. The letter's going to be calling her today?

22 A. I'm sorry. Where are you reading from?

23 Q. So the -- see the -- see the note in the middle of the
24 page that has the redaction?

25 A. Right.

1 Q. Okay. So right below and to the right of the
2 redaction, it says, "I advised she was approved and
3 the MLO will be calling today." What is -- who is the
4 MLO, and why are they calling her?

5 A. I'm -- I mean, MLO normally stands for mortgage loan
6 officer, so it's just a loss mitigation person that
7 will be calling to advise the trial plan was received.

8 Q. Okay. And the note goes on to say, "We spoke about
9 her last plan, and I advised how the payments got
10 assigned as well as the reinstatement numbers. She
11 had no further questions, so I thanked her, and the
12 call was ended." Do you see that?

13 A. Yes.

14 Q. Okay. So now we're going to go up the page to the
15 next -- the next note. There's an entry that says,
16 "And next payment date is 4/1/2017. Advised we offer
17 a pay-by-phone service. Advised that after the last
18 payment of the trial they will receive the details of
19 the loan." Do you see that?

20 A. Yes.

21 Q. So it sounds like everyone is believing that she is
22 going to receive that modification. Is that a fair
23 takeaway from that note?

24 A. She was advised of the process.

25 Q. Yeah. And she'll receive the details of the loan.

1 That's the new loan. Right? Not the old loan. She
2 already knows what the details of the old loan are.

3 Right?

4 A. Advised of the last payment and will receive details
5 of the loan. They didn't say, "Details of the loan
6 modification." It said, "Details of the loan."

7 Q. Okay. And so you think that means -- you think that
8 means that the Bayview person was saying, "We're going
9 to tell you about your old loan, the details, after
10 you make the trial payments."

11 A. No. I mean, the note says she will receive the
12 details of the loan, so details of what is going on
13 with the loan.

14 Q. Got it.

15 In your deposition preparation, you didn't talk
16 to anybody from Bayview. Right?

17 A. No, sir.

18 Q. Okay. All right. The first note at the top of the
19 page, "Advised mini-Miranda and gave call-monitoring
20 disclosure." Now, is this a different part of Bayview
21 that is speaking to Ms. Green at this time? Is this
22 collections, or who is this?

23 A. It just said, "Bayview."

24 Q. Okay. So if, in this case --

25 A. So --

1 Q. Go ahead.

2 A. So Bayview is calling out. Bayview called her. The
3 associate said they advised her of the mini-Miranda.

4 Q. Okay. And do you believe that these notes from the
5 3/15/17 call are all the same? Is this all one person
6 talking to her and just multiple notes?

7 A. Some are continuation from the previous person. And
8 the last one you just read, that was someone calling
9 out, so that was someone calling her.

10 Q. Okay. Now, the next payment looks like it's on
11 5/4/17. If you go to that note further, scroll up.
12 Yeah. Keep going. 5/4/17. No, no, no. Too far.
13 Yep. Right there. Okay.

14 So on 5/4/17, Mr. Crawford, there's a note that
15 says, "Processed payment in the amount of 1,157.31."
16 Do you see that?

17 A. Yes.

18 Q. So that's Payment Number 2 in the trial payment plan.
19 Right?

20 A. That's in May. I'm not sure which payment that is
21 for, because you kind of skipped some dates, so...

22 Q. Okay. Do you think there's another payment that we
23 missed? I'm sorry.

24 A. Oh, I don't -- I don't remember offhand. You just --
25 I don't -- I can't confirm or deny whether that was

1 Payment Number 1 or 2 by just looking at that.

2 Q. Okay. Then let's go back -- let's go down the --
3 let's scroll down, then, to the March 27th -- or
4 March 21st, 2017. Yep. Right there.

5 In the middle of the page, it says, "Processed
6 her first payment for 3/31/17." Right? Do you see
7 that?

8 A. Yes.

9 Q. So that's Payment Number 1. Right?

10 A. Right.

11 Q. Okay. Then we just looked at 5/4/17, and that looks
12 like Payment Number 2. Right?

13 A. Right.

14 Q. Okay. And then on that same page, at the top, where
15 it says on June 7th, 2017, it looks like Payment
16 Number 3 then was made. Correct?

17 A. Right.

18 Q. Okay. So all the payments are done now. Those were
19 the three payments. So what happens next? It should
20 go to underwriting now. Correct?

21 A. Right.

22 Q. All right. And let's scroll up to the next page,
23 and -- let's start from the bottom, though. So let's
24 make sure we can see all the bottom notes. Yeah.
25 There we go.

1 Okay. So on 6/9/17, at the bottom, Bayview is
2 contacting her, and the agent "explained the process
3 of the conversion" -- that's where I got that word
4 from, Mr. Crawford -- "and advised her to continue to
5 make her mortgage payments." Do you see that?

6 A. Right.

7 Q. "I let her know conversion could to" -- I don't know
8 what "T-O" means, but maybe that's an acronym -- "to
9 from 30 days to six months." Right?

10 A. Right.

11 Q. Okay. So then if we scroll -- or if we go up the
12 page, on 6/20/17, there's another note from Bayview.
13 "Spoke with Kimya. She is getting letters from Cenlar
14 stating she is behind. I explained they will continue
15 to send them while we are converting the loan." So
16 tell me, in that context, what does "converting the
17 loan" mean?

18 A. That means working on the loan to convert it from a
19 trial to a permanent mod.

20 Q. Okay. But you haven't seen any notes yet that would
21 say that underwriting has reviewed it yet. Correct?

22 A. Which date and time frame you're referring to now?

23 Q. Well, I guess, as you look at this -- I mean, you
24 can't really flip back and forth, because you can only
25 see it on the screen, but at least so far on this

1 page, do you see anything about loss miti- -- or about
2 underwriting reviewing it?

3 A. Not -- that was -- I mean, loss mitigation was
4 speaking to her regarding the status of her loan.

5 Q. Yeah. But where -- what's underwriting doing, if
6 anything, at this time?

7 A. They were reviewing the title report and reviewing the
8 loan information to see if it's clear to go from a
9 permanent -- from a temp to a permanent modification.

10 Q. Okay. So we just haven't seen anything yet where
11 underwriting is entering a note yet. Correct?

12 A. Right. If there is information, the underwriter will
13 provide it to the processor, and the processor will
14 call her and make notes on the account.

15 Q. Okay. And so that's -- then to continue on with the
16 note I was reading, it says, "I advised it could take
17 another 30 to 45 days, if not longer." And is that
18 pretty typical, Mr. Crawford? That somebody would
19 wait beyond the trial period plan to find out if their
20 loan is going to receive permanent modification
21 status?

22 A. Yes, sir. Each and every loan is different, and it's
23 based on each individual information and each
24 individual status. So, like previously advised, it
25 could take three to six months, based on the situation

1 that is involved with the homeowner and making sure
2 title is clear to proceed to the next stage.

3 Q. Okay. And so then the note goes on to say, "I advised
4 it could take another 30 to 45 days, if not longer. I
5 processed her July paying for \$1,157.31." Do you see
6 that?

7 A. Yes.

8 Q. Okay. So it doesn't look like the Bayview agent
9 demanded that she make any greater payment than the
10 trial payment again here in Month Number 4. Correct?

11 A. That is correct. At that time, no one knew what --
12 the permanent number has not been finalized, so
13 there's no way to determine what the new payment
14 amount would be.

15 Q. Right. So she should just keep making the trial
16 payment amount. Correct?

17 A. The trial payment amount was made. Yes, sir.

18 Q. Okay. And that's what she should be doing. Correct?

19 A. I mean, again, before the final mod is done, what she
20 should -- she should be making her payments, but at
21 that time, she made the trial payment amount.

22 Q. But is there anything that you've seen in these notes
23 right here in -- on June 20th that says to her, "Hey,
24 Ms. Green. You need to make payment in an amount
25 other than the 1,157.31"?

1 A. And, again, no one knew what was -- what her payment
2 would have been, because the calculation had not been
3 done for the permanent mod. So she continued to
4 follow the terms of the trial mod until it is either
5 denied or finalized.

6 Q. Okay. But all I'm trying to make sure is that she
7 wasn't doing anything that Cenlar was telling her not
8 to do. Right? If they -- they didn't say to her,
9 "Hey, you need to make, you know, your old payment of,
10 you know, \$1,300 or \$2,600," or something like that.
11 Nobody was telling her to do that. Right?

12 A. I don't see any notes. I see that she continued to
13 make the trial plan. I'm relying on the notes, sir.

14 Q. Perfect. Okay.

15 Then if you go a little further up the page, same
16 page, on 6/23, there's a note that said, "Clouded
17 title uploaded on January 10th, 2017." Do you see
18 that?

19 A. I'm sorry. Which date are you reading from?

20 Q. June 23rd, 2017.

21 A. Okay.

22 Q. Okay. So it says, "Clouded title uploaded on June" --
23 or, "On January 10th, 2017." Do you see that?

24 A. Yes.

25 Q. Okay. So is -- I thought there was a new title report

1 ordered back in March, but maybe I didn't read that
2 right. Would you get a new title, or would you rely
3 on an old title report from July of -- or June of --
4 or January of 2017?

5 A. It depends on how old is the title report? But the
6 person's just stating that there was an old title
7 report load -- uploaded on January 10th of 2017.

8 Q. Okay. And then there's a note on the same day that
9 says, "Lien letter sent via FedEx." Do you see that?

10 A. Yes, sir.

11 Q. Okay. So do you know what -- do you know what a lien
12 letter is?

13 A. It was -- yes, sir.

14 Q. What is a lien letter?

15 A. Advising that there's a lien on the property.

16 Q. Okay. So let's -- and that's what a lien letter
17 means. Right? There's an actual lien on the
18 property. Correct?

19 A. That's -- that's just my understanding of it, sir.

20 Q. That's your understanding. Correct?

21 A. Correct.

22 Q. Okay. And this is what you do.

23 A. I mean, I'm -- I'm sorry. It could be a lien on the
24 property or a lien on the person, but it's just saying
25 a lien letter.

1 Q. Okay. So it may not just be on the property.

2 A. Yeah. It may not just be on the property. I'm --
3 again, I don't -- that's a title issue. From my
4 understanding, it could be on the person or on the
5 property, based -- just based on my understanding of
6 it.

7 Q. Okay. And is that something you've been trained on,
8 or where do you glean your knowledge from what -- from
9 what a lien letter means, whether it's on the property
10 or on the person or what?

11 A. That's just based on my understanding of liens.

12 Q. Okay. So you haven't been trained on that at Cenlar.
13 Right?

14 A. No, sir. I don't work in the -- in the title
15 department, sir.

16 Q. Okay. That would be -- title would have to talk about
17 liens and what that all means. Right?

18 A. Right.

19 Q. Okay. So now I'd like to show you what's been marked
20 as Deposition Exhibit Number 15.

21 (Exhibit 15 was introduced at this time.)

22 BY MR. LYONS, CONTINUING:

23 Q. Mr. Crawford, I'm going to show you what has been
24 marked as Deposition Exhibit Number 15. This is a
25 two-page document. Have you seen it before?

1 A. Yes, sir.

2 Q. Okay. And is this the lien letter?

3 A. Yes, sir.

4 Q. Okay. So the letter that we're looking at in
5 Exhibit 15 was sent from Bayview to Ms. Green on
6 June 23rd, 2017. Correct?

7 A. That's the date on the letter.

8 Q. All right. And that corresponds to the note that we
9 were looking at in Exhibit 4. Correct?

10 A. It was a June 23rd note. Right.

11 Q. Yeah. Okay. So it says, "In connection with your
12 loss mitigation application, we received a title
13 report for the associated property." So what
14 property? Is that the property that's listed above?
15 The 37- --

16 A. I'm confused. The property what?

17 Q. Yeah. Is the property that they're describing there
18 the property address that's listed on the letter of
19 3781 North 60th Street?

20 A. That's -- if that's the property of the loan, that's
21 the property they're referring to.

22 Q. Okay. Now, does Cenlar instruct Bayview to send the
23 title reports along with the letter?

24 A. It would make sense, to show the homeowner what it
25 is -- what they are referring to.

1 Q. So do you think they -- I agree with that, but do they
2 actually send the title report with the letter?

3 That's my question.

4 A. Right. So the homeowner does not have to pay money to
5 request another title report, so you send a copy of
6 the title report.

7 Q. Okay. So do you believe that, in June of 2017, along
8 with Exhibit 15 was a copy of the title report?

9 A. I don't know, sir. I don't know what was included in
10 that package.

11 Q. Okay. But you think -- you think it would be a good
12 idea to send that information to the client or the
13 customer.

14 A. It could be, but most things that are on people's
15 title report, they are aware of it, so...

16 Q. Okay. So I don't think that the title report was sent
17 to Ms. Green, but we can -- we'll figure that out at
18 another time. You don't see anything in the notes
19 that said that the title report was sent. Did you?

20 A. Again, I don't know what was included in that package
21 from 2017.

22 Q. Right. Who would you have to talk to to find that
23 out? Bayview?

24 A. Yes. You can -- you can ask your client if she did or
25 did not receive the title report in the package.

1 Q. Well, yep. I could ask her, but to find out if it
2 actually was in the package, we -- you would talk to
3 Bayview. Right? To find out if they sent it?

4 A. I guess you could talk to the person and see if that
5 was included in the package. Yes.

6 Q. Okay. But to the best of your knowledge, you don't
7 know what the policy and procedure is whether or not
8 Cenlar instructs Bayview to send title reports with
9 the lien letters. Correct?

10 A. No, sir. I don't -- I don't know the policy offhand
11 regarding that matter.

12 Q. Okay. So the two -- there's two items listed in the
13 lien letter. Correct?

14 A. Yes, sir.

15 Q. One is a judgment in the name of Kimberly Green in the
16 amount of \$550. Do you see that?

17 A. That's what's listed on the document.

18 Q. Okay. And then the second one is some kind of UCC
19 financing statement. Do you see that?

20 A. Yes, sir.

21 Q. But there's no amount listed there. Correct?

22 A. There's no amount.

23 Q. Okay. Do you understand how -- what that means if
24 there's no amount listed?

25 A. No, sir. I don't understand what that means.

1 Q. Okay. And is there anything that -- in the letter
2 that you can see that would explain what it means that
3 there's no amount listed?

4 A. No, sir. It just lists the lien -- the judgment and
5 the lien that needs to be taken care of.

6 Q. Okay. Let's go back to Exhibit Number 4. Yep.
7 That's perfect. So in the -- if you scroll up to the
8 very bottom of the next -- of the page above, just
9 a -- yep. Just like that. Now come down a little,
10 and let's have the middle of -- yeah. Keep going. A
11 little more. Yeah. Right there. Perfect.

12 Okay. So, Mr. Crawford, you see a contact on
13 July 5th, 2017, at the bottom of the top page. Right?

14 A. Yes, sir.

15 Q. And then at the -- at the top of the bottom page, it
16 says, "Spoke with Kimya Green. Verified account
17 e-mail and phone." And then it goes on to say, "She
18 received a lien letter and advised it is not her name.
19 I let her know I would reach out to the supervisor of
20 that department to advise and have someone get in
21 touch with her."

22 What department would that have been that Bayview
23 would have communicated with?

24 A. I don't want to guess. It could be the supervisor of
25 the underwriter.

1 Q. Okay. And the underwriter works for whom? Bayview or
2 Cenlar?

3 A. Bayview.

4 Q. Okay. Right. We went over that. Right? And
5 Bayview's going to make a decision, and then if
6 there's a problem with it, Cenlar will take a look at
7 it. Right?

8 A. No. Bayview is going to run the numbers within the
9 FHA's underwriting system, and FHA will either answer
10 yes or no. So Bayview and Cenlar is not making a
11 final decision on any loan modification. It is run
12 through the underwriting system based on the
13 information provided, and then FHA makes a final
14 decision.

15 Q. How do the -- how do the liens we saw on Exhibit 15
16 impact those numbers that are going to get run?

17 A. The liens impact the position. The title is not
18 clear. As the notes say, "Clouded -- clouded title."
19 The title is not clear. That's nothing to do with the
20 numbers here. They did not get to the numbers part.

21 Q. Okay. And so does the -- and that's all about the
22 position, right, of the -- of the first position or
23 second position related to the liens?

24 A. It's all about title being clear.

25 Q. Okay. So --

1 A. You cannot sell something or give something that is --
2 does not have a clear title.

3 Q. Okay. And when you talk about that title, you're
4 talking about the property title. Right?

5 A. Yes, sir. The title report that was brought up for
6 the property. Right.

7 Q. You're talking -- when you're talking about clouded
8 title, you're talking about judgments and liens that
9 are on -- that are against the title of the property.
10 Right?

11 A. I'm talking about what is on the title report.

12 Q. Okay. And does the title report reflect judgments and
13 liens that are against the property itself?

14 A. I don't have -- I don't know what was on the title
15 report, but it's saying title was not clear based on
16 the information on the title report.

17 Q. Okay. All right. So we'll look at that in a minute.
18 All right. So let's scroll -- let's continue to now
19 look at that full page 14. If you look at the top,
20 you'll see there's 14 of 31. Yeah. That's the
21 easiest way to do it. Okay. Great.

22 Now, do you see anybody from Bayview or Cenlar or
23 anywhere else following up with this issue yet about
24 the supervisor that we looked at on 7/5 of '17?
25 Remember, they said, "I let her know I would reach out

1 to a supervisor in that department to advise and have
2 someone get in touch with her." Do you see anybody
3 from anywhere trying to or making contact with her?

4 A. It showed in July calls were made with no answer.
5 "Unsuccessful outbound calls."

6 Q. And who -- is there a supervisor calling? Do you see
7 that?

8 A. It just said, "Unsuccessful outbound calls."

9 Q. Okay. So it's -- we don't know if the supervisor was
10 calling or not. Right?

11 A. I don't know who's calling, sir. It just says,
12 "Unsuccessful outbound calls."

13 Q. Okay. So at the top of the page, it looks like there
14 was contact made on August 2nd, 2017. Do you see
15 that?

16 A. Yes, sir.

17 Q. All right. And that was an outbound call to her, and
18 she picked it up. Right?

19 A. Right.

20 Q. And it says, "We're returning her call. She had left
21 a voice mail message to Mr. Wazbinsky." Do you see
22 that?

23 A. Right.

24 Q. Okay. And do we know who Wazbinsky is? We've seen
25 his name before. Right?

1 A. I don't know who he is, sir.

2 Q. You do not?

3 A. He must be -- I do not know who he is. I'm sorry.

4 Q. Okay. Well, just for your information, he's the
5 gentleman from Bayview that's the asset manager that
6 sent her the HAMP letter back in March. Okay?

7 A. So he's the name on the letter? On the bottom of the
8 letter? Is that what you're --

9 Q. Correct.

10 A. Okay.

11 Q. Yep. That's --

12 A. That's -- that's different than who's sending. It's
13 just a name on the bottom of the letter. He's the
14 asset manager on the bottom of the letter.

15 Q. Yep.

16 A. Okay.

17 Q. That's who -- that's who sent her that letter. Right?

18 A. That's not who sent it. That's the name that is --
19 that is the asset manager on the bottom of the letter.

20 Q. Okay. Well, tell me what the asset manager's job is.

21 A. I don't know what Bayview's asset manager's job is.

22 Q. Okay. All right. So at the top of this page, on that
23 August 2nd, 2017, contact, it says she was questioning
24 info on her -- on her modification, and it says,
25 "Advised still in review. Customer requested to make

- 1 a payment," and they did. Right? So there's the
2 August payment.
- 3 A. Well, that's the payment that was made in August.
- 4 Q. Right. That's the August --
- 5 A. It does not mean -- it does not mean it's for the
6 August payment. It means it was made in August.
- 7 Q. Well, doesn't -- she has to make payments every month.
8 Right?
- 9 A. Right. They are -- right.
- 10 Q. Okay. And so you and I have gone through these notes.
11 She made the March payment -- or the April payment,
12 the May payment, the June payment, the July payment,
13 and now here's August. Right?
- 14 A. Right.
- 15 Q. Okay. All right. Let's scroll up to page 13. Take a
16 look at the note on September 14th, 2017, right in the
17 middle of the page. Right? It says, "Spoke with
18 Kimya. Advised loan is in conversion waiting on lien
19 information. Processed a payment." Right? So now
20 this is September, and that's the September payment.
21 Right?
- 22 A. That's the payment made in September. Yes, payment
23 made in September.
- 24 Q. Okay. Now if we go up, we see a contact on the 10th
25 of October. "Borrower was calling in to make a

1 payment," and another payment was made. So this is
2 the October payment. Right?

3 A. That's the payment made in October.

4 Q. Right. So, so far, she hasn't missed a payment yet.
5 Right? We've looked at all the months. From the
6 beginning of the trial period, she hasn't missed a
7 payment. Right?

8 A. We have gone through several ones. I don't know which
9 ones they were applied to, but each month, payments
10 were made.

11 Q. Okay.

12 A. So making a payment and applying a payment could be
13 two different terms.

14 Q. Okay. Tell me what you mean by that.

15 A. You could make a payment, and a payment could be less
16 than what is due, so it is not applied.

17 Q. Well, would there be some reflection in the notes as
18 to whether or not the payment wasn't applied?

19 A. That would reflect in the payment history.

20 Q. Okay. And have we --, we haven't seen that document
21 yet. Correct?

22 A. That is correct.

23 Q. Okay. Let's go to the next -- let's go up to the next
24 page. Let's go up to 12. Yeah. Let's stay towards
25 the bottom, though.

1 There's a note on 11/6/17. Yeah. Before we get
2 there, let's look at the bottom of the page. Right?
3 At the -- in the middle of October, it looks like
4 there's more title reports being received. Does
5 that -- can you decipher that to see if I'm right
6 about that?

7 A. Which date? I see a title search received
8 October 31st.

9 Q. So then on 10 -- a note on 10/25/17, it looks like the
10 title was received. Right? From ServiceLink?

11 A. Right. Right.

12 Q. And then it says, "Unable to raise Step G51." What's
13 that?

14 A. It could be a -- you go -- it's a process of different
15 steps to move to the next stage.

16 Q. Okay. But do we -- how do -- do you know what the G51
17 step is or no?

18 A. I don't know offhand what is G51.

19 Q. Okay. Who would I -- would I have to talk to somebody
20 in title from Cenlar or Bayview to find out what that
21 is?

22 A. That is -- that is Bayview.

23 MR. LYONS: Okay. All right. So let's stop
24 right there, and let's show the witness Exhibit 23.

25 (Exhibit 23 was introduced at this time.)

1 BY MR. LYONS, CONTINUING:

2 Q. Okay. So this is, it looks like, maybe a 73-page
3 document, and unfortunately, it's not Bates-numbered,
4 but I can tell the court reporter to go to probably
5 somewhere in the middle. You're looking for a similar
6 sheet to the curative grade sheet that you see right
7 here. When you see another document like that, then
8 stop. We might be too far. Stop.

9 Okay. So, Mr. Crawford, this is the ServiceLink
10 document from October 23rd, 2017. Do you see that
11 date appearing in the middle of the page?

12 A. I see the October 23rd of 2017 date. Yes.

13 Q. Okay. And it would be Bayview that would order this
14 title report. Correct?

15 A. Correct. Bayview ordered the title reports.

16 Q. Okay. So -- and do you know how to read these title
17 reports?

18 A. No, sir. I don't work and I've never worked in the
19 title department.

20 Q. Okay. So you're not going to be able to tell me
21 anything about these title reports. Right?

22 A. I have just a basic understanding of what's on a title
23 report, but not the issues or what to resolve or what
24 needs to be done, what's a problem, what's not a
25 problem. No. That would be handled by title.

1 Q. Okay. Bear with me just for a minute.

2 According to the documents that we're looking at,
3 it says that there's judgment and lien information
4 related to Item Number 2. Do you see that?

5 A. I see what's in the middle of the page, sir. Is that
6 what you're referring --

7 Q. Yep. I am. That's what I'm referring to. And see
8 where it says, "Curative items: Subject mortgage is
9 not in a first lien position"? Do you see that?

10 A. I see that in the document.

11 Q. Okay. And then if you flip to the next page, there's
12 a property report? Do you see that? "Client:
13 Cenlar"? At the top of the page?

14 A. What are we referring to now?

15 Q. Right there, on the top of the page, it says, "Cenlar
16 FSB." Right? "Cenlar Federal Savings Bank/loss
17 mitigation." Right?

18 A. Right.

19 Q. And then the date to the right says 10/20/2017.
20 Right?

21 A. Right.

22 Q. Okay. Do you know who Lisa Hildreth is?

23 A. Yes.

24 Q. Who is she?

25 A. I don't know her current position. I think back then

1 she was a VP of -- she was a VP back then. I don't
2 remember a VP of which department.

3 Q. Okay. And is the Ewing, New Jersey, address, is that
4 Cenlar's address?

5 A. Yes, sir.

6 Q. Okay. Oh. If you turn to the -- what would be the
7 second page of that report, in the middle of the page,
8 there's an Item Number 2 under "Judgment and lien
9 information." Do you see that?

10 A. Yes, sir.

11 Q. And it says, "UCC financing statement, DEM
12 Investments, Kimya D. Green, dated 9/19/2013."
13 There's no amount in there. Right?

14 A. Right.

15 Q. Okay. And so I feel like it's kind of unfair to ask
16 you this question, but do you know what is holding up
17 the -- what the issue is with this property report?

18 A. I'm not sure what you mean, "issue with the property
19 report."

20 Q. Well, you saw on that first page, right, that there
21 was the grade "B" on the -- on the ServiceLink title
22 report, but it says there was a problem and that the
23 mortgage, right, is not in the first lien position.

24 Do you know what that means?

25 A. Yes, sir.

1 Q. What does that mean, "not in the first lien position"?

2 A. I mean -- not to use the same word, it is not -- the
3 mortgage is not first. There is something -- based on
4 our information, it's saying there's something ahead
5 of the mortgage.

6 Q. Okay. Something ahead of the mortgage, and that would
7 be Cenlar. Right? Something ahead of Cenlar.

8 A. No. Something ahead of the mortgage. Cenlar is the
9 subservicer.

10 Q. Oh, yeah. Yeah. Something ahead of either Lakeview
11 or the -- or the mortgagee. Right?

12 A. Something ahead of the mortgage that she took out.

13 Q. Okay. And that's -- and that's bad. Right? That's
14 what would prevent the modification. Correct?

15 A. Again, not a title expert, but it's -- it's stating
16 the title is not clear.

17 Q. Okay. So when you look at this property report, it
18 seems like it's indicating that that UCC financing
19 statement is what is the problem. Right? Can you
20 tell that from reading this, or are you just not
21 qualified to do that?

22 A. I'm not qualified to do that. I can -- just based on
23 the letter that was sent out, it lists that same UCC
24 financial statement that needed to be taken care of.

25 Q. Okay. Because it was in the first position ahead of

1 the mortgage. Right?

2 A. Again, I'm not going -- I'm not an expert. I don't
3 know what was in first position ahead of the mortgage.
4 The document just states that the mortgage is not in
5 the first position.

6 Q. Okay. And then it lists the judgment and lien
7 information in Item Number 2, right, that we looked
8 at, which was the UCC financing statement.

9 A. Correct.

10 Q. Okay. I want to show you -- well, before we change,
11 you don't see anything on this title report referring
12 to the Kim Green judgment anymore. Right? It seemed
13 like that got cleared up. Remember, we looked at that
14 before on Exhibit 15.

15 A. I mean, you only showed me a couple of pages of this
16 title report, so -- but based on the letter, on the
17 second letter that was sent, it only had the UCC
18 information. That's what I'm basing that on.

19 Q. Okay. Well, let's take a look at 15 first. Let me
20 refresh your recollection. Take a look at Exhibit 15.
21 That's the June letter from 2017. Right? So we've
22 got two problems. We've got the judgment in the name
23 of Kimberly Green that she said wasn't her. Remember,
24 we read that note. And then we've got the UCC
25 financing statement. Right? So those are the two

1 things in June that are a problem. Right?

2 A. Those are the two things listed on the letter.

3 Q. Right. And now, like you said, we've got another
4 letter coming in November. Right? We've got another
5 letter in November, and we're going to show that to
6 you right now. That's Exhibit 16.

7 (Exhibit 16 was introduced at this time.)

8 BY MR. LYONS, CONTINUING:

9 Q. There's Bayview's letter that we've marked as
10 Exhibit 16 dated November 9th, 2017. Do you see that,
11 Mr. Crawford?

12 A. Yes.

13 Q. So now we're down to one thing. Right? Now we've
14 just got to get this UCC financing statement figured
15 out. Right?

16 A. Right.

17 Q. Okay. And, again, I feel like it's -- I feel like a
18 broken record, but you don't know if they provided a
19 copy of that, of the title report or of the -- any
20 other information related to the UCC financing
21 statement. Right?

22 A. No. I do not know what was included with the letter.

23 Q. Okay. Okay. So let's go back to Exhibit 4. Let's go
24 back to page 13. Let's go up one more page to
25 page 12. All right. So we saw that she was trying to

1 make a payment on 11/6. See that note that says,
2 "Contact made with customer. Borrower called to make
3 payment. No Cenlar reps available"? Do you see that?

4 A. Yes.

5 Q. Is that how this -- is that how it works? When you
6 call Bayview to make a payment, then do you get
7 switched to Cenlar to actually make the payment? Or
8 how does that work?

9 A. Yes, sir. Bayview is only handling the loss
10 mitigation portion.

11 Q. The payments get handled by Cenlar directly. Right?

12 A. Yes, sir.

13 Q. So there would be a -- there would be a transfer of
14 the call, right, from Bayview -- if the customer calls
15 in, they'd be transferred from Bayview to Cenlar.
16 Right?

17 A. Right.

18 Q. Okay. So then if you keep going up, it looks like on
19 11/6, later on that same day, there's a contact made
20 with Ms. Green. It says, "Calling borrower back at
21 the request of management to assist with payment.
22 Read mini-Miranda and notice. Borrower is in
23 conversions and wanted to make a payment." Right?

24 So she made a payment. So that's -- we're
25 calling that the November payment, right, if we're

1 keeping track?

2 A. I see a payment was made on November 6th.

3 Q. Okay. Now we're going to go up to 11/8/17, so just a
4 few notes up. It says, "Received e-mail. Title is
5 clouded."

6 A. I'm sorry. Which date are you reading from?

7 Q. 11/8/17, first note --

8 A. Okay.

9 Q. Yep. "Received e-mail. Title is clouded." Do you
10 see that?

11 A. Yes, sir.

12 Q. Okay. Now, tell me what that -- tell me what that
13 note means to you. There's an e-mail. Who is -- who
14 is e-mailing whom?

15 A. I can't see all that. It just said, "Received e-mail.
16 Title is clouded."

17 MR. LYONS: Okay. Madam Court Reporter, I'd
18 like you to mark that portion of the deposition.

19 And, Counsel, will you make a note to
20 yourself? I don't think that e-mail has been
21 produced. And maybe it's not a Cenlar e-mail. Maybe
22 it's a Bayview e-mail, but let's at least get to the
23 bottom of it.

24 MS. CUMMINGS: Sure.

25 MR. LYONS: Thank you.

1 BY MR. LYONS, CONTINUING:

2 Q. Okay. So then it goes on to say, that same note,
3 "There is a UCC lien to be paid off." Do you see
4 that?

5 A. Yes.

6 Q. Okay. Now, what -- I haven't been able to figure out
7 what amount needs to be paid off. And when we looked
8 back at those letters, remember, I showed you that
9 there's never an amount listed. Right?

10 A. Right.

11 Q. Okay. So how would Ms. Green know what amount to pay?

12 A. Ms. Green -- I'm assuming Ms. Green would need to
13 contact UCC, the name that's on the letter, and
14 discuss that.

15 Q. Okay. The DEM Investments, you're saying?

16 A. Say that again?

17 Q. You were saying that she should call the DEM
18 Investments, LLC, that -- the plaintiff?

19 A. I don't know who she should contact, sir. I -- the
20 information is just what was on the title report, and
21 that's who -- I guess, you know, UCC are the --
22 whatever name is below that, that name -- that lien
23 needs to be taken care of.

24 Q. Okay. And so in the title report, so now let's go
25 back to -- that's a good point. Let's go back to the

1 title report, Exhibit 23. All right. So let's go to
2 page, like, 60 and see where we're at there. Keep
3 going a little further. No, no. Other way. Let's go
4 deeper into the document. Right there, that DFI
5 document. Yep. Right there. Okay.

6 All right. Mr. Crawford, this looks to be the
7 UCC financing statement. Do you see that?

8 A. Right.

9 Q. Okay. And this is -- the secured party's name, right,
10 is DEM Investments, LLC. See that in the middle?

11 A. Right.

12 Q. And that's got a mailing address in Evanston,
13 Illinois. Do you see that?

14 A. Right.

15 Q. And up above, it's got contact information for a Doug
16 Mandeville. Do you see that?

17 A. Right.

18 Q. It's got an e-mail address. We've got a telephone
19 number, and now we've got a physical address. Right?
20 We've got three different points of contact. Correct?

21 A. Right.

22 Q. Okay. Still no dollar amount on this document,
23 though. Right?

24 A. I don't know, sir. You only showed me a few pages,
25 but the pages I looked at, I did not see a dollar

1 amount.

2 Q. Okay. Yeah. Let's take a look at the next page too.
3 Good point. That's fair. Okay. So those are the two
4 statements of the financing payment. Do you see -- so
5 nothing here on page 66. Right?

6 A. Right.

7 Q. And see where it says, "No designation," at the top?

8 A. Right.

9 Q. Okay. Now if you scroll back to 65 and split that
10 document so we can see -- yep.

11 So see where it says, "Collateral," for the lien?
12 There is no e-OSCAR designation for the collateral.
13 Right?

14 A. I don't see anything listed.

15 Q. Right. So certainly there's no property listed.
16 Correct? Ms. Green's property isn't listed as
17 collateral for this. Correct? You don't see it, at
18 least.

19 A. I don't see anything listed on the document you're
20 showing me.

21 Q. Okay. Now, do you have any evidence that Cenlar or
22 Bayview ever sent my client a copy of this UCC
23 financing statement prior to the modification being
24 denied?

25 A. As I've stated before, sir, I don't know if a copy of

1 this document was sent with the letter.

2 Q. Okay. You don't have any knowledge of that. Right?

3 It's not as if -- nobody told you that it was sent.

4 You haven't seen any records to show that it was sent.

5 You don't have any evidence, as you sit here today, to

6 indicate that this financing statement, this document

7 we're looking at as part of Exhibit 23, was ever sent

8 to Ms. Green. Correct?

9 A. As stated before, there was -- Ms. Green was advised

10 of the UCC. What was included on the title report, I

11 don't know whether this document was provided to her.

12 Q. Now, the title report, we looked back on so -- well,

13 here. Let's just look at the first page of the title

14 report. The first page of Exhibit 23, all the way up

15 to the top. Yep.

16 Do you see the disclaimer on the first page at

17 the bottom, when it says, "The title grade report is

18 intended for informational purposes only. It is not

19 intended to replace or supplement the title evidence

20 to which it refers, and no liability for reliance

21 thereon is inferred, implied, or expressed"? Do you

22 see that, Mr. Crawford?

23 A. I see what's on the document.

24 Q. Do you know what that means?

25 A. No, sir. I'm not an -- I'm not an attorney.

1 Q. Okay. All right. Let's go back to Exhibit 4. Yep.
2 Right there. Perfect.

3 On November 30th, there's a note at the top of
4 the page that said, "Requested update with title
5 department." Do you see that?

6 A. Yes, sir.

7 Q. Okay. So is that Bayview requesting something from
8 the title department at Bayview?

9 A. I don't know from which title department, but it's a
10 Bayview note.

11 Q. Okay. Then there's a note on 12/6/17 from Bayview
12 that said, "Denial request." What does that mean?

13 A. It means the loss mitigation request was denied,
14 because title is still clouded.

15 Q. Okay. And then it goes on to say, "Customer was sent
16 a lien letter." We talked about what a lien letter
17 is. "Lien letter expired, and title is still clouded.
18 Please review for denial." Do you see that?

19 A. Yes.

20 Q. Now I'd like to show you what's been marked as
21 Deposition Exhibit 17.

22 (Exhibit 17 was introduced at this time.)

23 BY MR. LYONS, CONTINUING:

24 Q. Okay. Exhibit 17 is a December 5th, 2017, letter from
25 Bayview. Right?

1 A. Right.

2 Q. Still identifying that UCC financing statement, but
3 nowhere in the letter, again, is there any reference
4 to an amount that's outstanding. Correct?

5 A. Correct.

6 Q. Nor is there any of that contact information that we
7 saw for Mr. Mandeville. Right?

8 A. Right.

9 Q. So despite the fact that Bayview has got the contact
10 information in the title report for DEM Investments
11 and the specific contact person, it doesn't appear, at
12 least in this letter, that that information was
13 communicated to Ms. Green. Correct?

14 A. Ms. Green was advised of the lien that is on the
15 property.

16 Q. Okay. Now, Mr. Crawford, we've got to be careful
17 about our language. Right? You don't know if there's
18 a lien against the property. Right?

19 A. I'm sorry. Ms. Lien -- Ms. Green was advised of the
20 issue that came out on the property, the UCC financial
21 statement.

22 Q. That was appearing in a title report. Correct?

23 A. That appears on the title report. Correct.

24 Q. Okay. But you don't -- as you sit here, you don't
25 know whether or not there was ever any lien against

1 the property related to the DEM Investments document
2 that we're -- that we looked at. Right?

3 A. Right. I misspoke. Ms. Green was advised of the UCC
4 financial statement information.

5 Q. Okay. Have you seen the declaration of
6 Mr. Mandeville?

7 A. I don't recall. If you can show it to me, I can take
8 a look at it and see if I've seen it before.

9 Q. Sure. Let's show the witness Exhibit 25.

10 (Exhibit 25 was introduced at this time.)

11 BY MR. LYONS, CONTINUING:

12 Q. Okay. Do you need to take a break, Mr. Crawford, or
13 are you good?

14 A. No. I'm good.

15 Q. Okay. Showing you what's been marked as Exhibit
16 Number 25, it's a -- it's entitled, "Declaration of
17 Doug Mandeville." Do you see that?

18 A. Yes.

19 Q. And it's dated the 3rd of April, 2020. Do you see
20 that? On the second page.

21 A. Yes.

22 Q. Have you seen this document before?

23 A. I don't recall.

24 Q. Okay. Paragraph 6 says, "The UCC financing statement
25 was never filed with the Milwaukee County Register of

1 Deeds and had nothing to do with Ms. Green's
2 property." Do you see that?

3 A. I see that that's what they say in the document.

4 Q. Okay. And do you have any reason or information that
5 would dispute that?

6 A. That's -- you just read what was listed in the
7 document, sir.

8 Q. Okay.

9 A. And that's -- no.

10 Q. Have you talked to anybody at Cenlar or Bayview about
11 Exhibit 25?

12 A. No, sir. I never spoke to anyone at Cenlar or
13 Bayview.

14 Q. Okay. Let's go back to Exhibit Number 4. Thank you.
15 Let's scroll up to half that page. Yep. Right there.

16 On 12/6/2017, the -- Kimya Green, my client,
17 called in, and there was a payment made for December
18 of 2017. Correct?

19 A. On 12/6 -- yes. A payment for 12/6. A payment made
20 on that date.

21 Q. Okay. And then there's more discussion. It says,
22 "Reviewed account for a modification update." What
23 screen would the Bayview operator review to find the
24 update on the modification?

25 A. I'm not familiar with what system Bayview is using,

1 sir.

2 Q. Okay. The Bayview agent "advised her it was being
3 reviewed for denial for lack of lien satisfaction."
4 Do you see that?

5 A. Yes, sir.

6 Q. "Advised her of the UCC lien." Right? We've seen
7 that in the -- in the letters from Bayview. Correct?

8 A. Right.

9 Q. It says, "She will go to her title company and try to
10 obtain the original title policy to send to Bayview,"
11 and then it says, "I sent her," and then it kind of
12 breaks off. Do you -- can you interpret that for me?

13 A. No, sir. No. I can't interpret that. No.

14 Q. Do we know what was sent to Ms. Green at that time?

15 A. I believe on 12/6 a denial letter was sent out.

16 Q. I thought that denial letter was sent out on 12/14,
17 the note right above it.

18 A. Oh. Have we reached up to 12/14?

19 Q. No. We're still on the 12/6 note.

20 A. Say that again?

21 Q. We're still on the 12/6 note.

22 A. Right.

23 Q. Okay. So no denial letter was sent on 12/6. Right?

24 A. It says another lien letter sent, and "she can send me
25 any lien satisfaction documents she obtains," on 12/6.

1 Q. Right. Okay. So a lien letter was sent on 12/6, but
2 not a denial letter. Right?

3 A. Right.

4 Q. Okay. So now let's scroll up and show the rest of
5 page 11. Yep.

6 And then see, Mr. Crawford, on 12/14, there's --
7 it says, "Denial letter sent." Do you see that?

8 A. Right.

9 Q. Okay. And it says, "Delinquent status equals AO.
10 Reason for delinquency," then it's blank. Do you know
11 what that was? Do you know how to interpret that?

12 A. They usually ask the homeowner what's the reason for
13 the delinquency. So there's no answer given, so it's
14 blank.

15 Q. Okay. And was there a -- do you see a contact with
16 the client on that day?

17 A. Yes.

18 Q. On 12/14?

19 A. 12/14, I don't see a contact being made. I see notes
20 made.

21 Q. Right. Okay. I just wanted to make sure we were on
22 the -- because I didn't see -- there's -- there was no

23 contact on 12/14 between Bayview and Ms. Green. At
24 least it doesn't look like it. Right?

25 A. I don't see any notes that reflect that.

1 Q. Okay. On 12/14/17, Bayview enters a note that says,
2 "Cenlar denial comment." Now, is that -- is this
3 Cenlar now entering some note about the denial or not?

4 A. It says, "Cenlar denial comment."

5 Q. Okay. Do you know what that means?

6 A. I guess a denial comment from Cenlar.

7 Q. Okay. Even though it looks like it's entered by a
8 Bayview person. Right?

9 A. Right.

10 Q. So to the best of your knowledge, is that the Cenlar
11 note or is that the Bayview note?

12 A. It's Bayview entering the notes.

13 Q. Okay. And it says, "There are unresolved title
14 issues, claims, or -- and/or judgments preventing us
15 from approving your modification at this time."
16 Right?

17 A. Right.

18 Q. Okay. Now, that looks like that's a decision being
19 made by Bayview. Am I right about that, or is there
20 something else that would indicate whether Cenlar has
21 reviewed this as well?

22 A. Again, it's -- a decision would be made by the FHA
23 underwriting. If no document has been received to
24 clear the title, it's the same information.

25 Q. Okay. So let's talk about that.

1 A. But --

2 Q. So let's talk about that for a minute. So if the lien
3 information that Bayview is trying to clear up doesn't
4 get cleared up, does it ever make it to FHA to review
5 or no?

6 A. If the lien -- if the lien is not collateral, you
7 don't have the information to enter into the FHA
8 system to present it to FHA as title being clear.

9 Q. Okay.

10 A. You don't -- you don't -- you don't have clear title
11 to present a final loan modification to the FHA.

12 Q. Okay. So --

13 A. You don't have the documents for that.

14 Q. I'm sorry. I interrupted you.

15 So, Mr. Crawford, what you're -- what you're
16 telling me is that it never made it to the review,
17 because it -- because of the title issue that we
18 talked about today.

19 A. Yes. Title was not cleared, so you don't have clear
20 title to present a final loan modification for
21 approval.

22 Q. And is there -- are there any records, other than the
23 ones we've looked at in Exhibit Number 4, that would
24 show any effort or investigation by Cenlar or Bayview
25 into that lien information that we looked at in --

1 related to the UCC financing statement?

2 A. From my understanding, sir, that would be the
3 homeowner responsibility to resolve the lien issue and
4 provide a supporting document.

5 Q. So -- but to answer my question, you don't see where
6 Cenlar or Bayview did any investigation or made any
7 contact with DEM Investments or Doug Mandeville.

8 A. No, sir. I -- again, that is under the homeowner's
9 name. They will be responsible for that. They
10 were -- they were advised of the information of the
11 title report, and the responsibility is not on them to
12 resolve the issue.

13 Q. Well, let's hold on a minute. Ms. Green wasn't
14 provided with all the information that Cenlar and
15 Bayview had, though. Right? They got a copy of
16 the -- of the document we looked at in the title
17 report. Right? Or at least you can't say that she
18 did.

19 A. As stated before, I do not know whether that copy was
20 provided to her.

21 Q. Okay. But you agree with me, do you not, that that
22 would be a pretty big help, right, to have all those
23 points of contact for DEM Investments? Right? The
24 telephone number, the e-mail, and the physical
25 address, that would be three key pieces of information

1 that would help Ms. Green contact and communicate
2 related to the UCC filing -- financial statement.
3 Right?

4 A. Sir, again, I said I do not know whether that
5 information was provided to her. The title that --
6 the issue that appears on the report, she was advised
7 of it. There's also Google, where a search could be
8 done to retrieve that. But to answer your question, I
9 do not know whether that information from the title
10 report -- complete title report was provided to her.

11 Q. But you do agree with me that the e-mail address, the
12 telephone number, and the physical address would all
13 be information that would be useful and helpful to
14 Ms. Green in communicating with DEM Investments.
15 Right? You're not going to tell me that wouldn't be
16 helpful to her. Correct?

17 A. It could be helpful, sir, but, again, I'm not going on
18 the -- on assumption. I'm going based off the
19 information that was provided in the letter. I don't
20 know what could or could not have been helpful to her.
21 She would make the decision based on that, or she can
22 make a decision based on her research what is
23 important to her.

24 Q. Okay. So we need to mark or show the witness, I'm
25 sorry, Exhibit 18.

1 (Exhibit 18 was introduced at this time.)

2 BY MR. LYONS, CONTINUING:

3 Q. Mr. Crawford, I'm showing you what's been marked as
4 Exhibit 18. This is the December 14th, 2017, letter
5 from Bayview that I think we can refer to as the
6 denial letter. Is that your understanding?

7 A. Yes, sir.

8 Q. Okay. I'm trying to see, Mr. Crawford, if there is a
9 payment history. Oh, I think there is. Okay. Here
10 we go. Hold on. Let's go to the back of Exhibit 4,
11 and am I right that if we start down at the bottom of
12 the page, above the word "delinquency," is that the --
13 is that the payment history or not?

14 A. No, sir. It's not.

15 Q. What is that reference?

16 A. Again, those are different servicing notes.

17 Q. Okay.

18 A. They -- what you're looking at is the credit reporting
19 information.

20 Q. Okay. So if we go up to the -- yep. Right there.
21 Perfect.

22 So according to Cenlar, she was current up to
23 December of 2017. Is that right? Am I reading that
24 right?

25 A. Where -- what date are you looking at?

1 Q. So I'm looking at kind of the upper third of the page.
2 There's an entry on the left-hand side that says
3 12/5/2017. It says --

4 A. I'm not seeing that.

5 Q. Okay. On the left-hand side are the dates.

6 A. Oh, the dates. Okay.

7 Q. And there's a December 5th, 2017, entry that says,
8 "Current." Do you see that?

9 A. December 5th.

10 Q. Yep.

11 A. Okay.

12 Q. Right there.

13 A. All right.

14 Q. See where it says, "Current"?

15 A. Correct.

16 Q. Okay. So that means she's paying -- she's paying on
17 time through December of 2017. Right?

18 A. Right.

19 Q. Okay. So then, on the very next month, in January of
20 '18, they've got her 90 days past due, is the
21 reporting. How can that be? How can you go from
22 current in December to late 90 days in January?

23 A. That would be based on the account status.

24 Q. Okay. So tell me what that means.

25 A. It means based on the review of the account at that

1 time, it shows for that month that they reported the
2 account as being late.

3 Q. Okay. So you're saying that -- am I reading the data
4 wrong that shows that, in December -- on December 5th
5 of 2017, she is being reported as current?

6 A. She is being reported as "partial payment agree."

7 Q. Okay. And she's current on that. Right?

8 A. Right. It says, "Current," and, "Partial payment
9 agree." Right.

10 Q. Okay. So she was -- she was current all the way up to
11 December, but then in January, now she's 90 days late?
12 I don't -- I guess I'm not -- can you explain that to
13 me? I don't understand that.

14 A. There was -- there was no arrangement in place. The
15 loan modification had been denied. There was no
16 arrangement in place, and the status would be based --
17 the reporting would be based on the account status.

18 Q. Well, was there some notice to her that she needed to
19 pay something other than the partial payment amount
20 for the months July, August, September, October,
21 November, and December?

22 A. That was -- that was the amount -- that's why they
23 reported her as "partial payment." That was the
24 agreement at that time.

25 Q. Okay. And so if she paid the amount agreed during

1 that time, then how could she go from being current to
2 90 days late the very next month? That's what I'm not
3 understanding. Do you understand that?

4 A. Because the amount that was being paid -- that's why
5 it said, "Partial." The amount that is being paid is
6 not enough to cover her payment, so that's why it's
7 being reported as being partial. So in December, once
8 all the pay- -- after the loan mod was broken, all the
9 payments was reported -- applied. Then it then
10 reflected the actual due date.

11 Q. Which was when? When was the actual due date in
12 January?

13 A. In January, it's showing due for 10/1/17.

14 Q. Okay. So she was actually late starting in October.

15 A. Right. So on January 5th, that reporting is showing
16 the due date of 10/1/17.

17 Q. Are you aware that Ms. Green filed a Consumer
18 Financial Protection Bureau complaint in April of
19 2018?

20 A. Yes.

21 Q. Scrolling up in Exhibit 4, let's go to the page --
22 yep. Keep going. Keep going. Right there. Let's go
23 down to the bottom of that page. Right.

24 So this is part of the payment history for
25 Ms. Green's loan. Correct?

1 A. I mean, go to the top of it. I need to see what it
2 is.

3 Q. Sure.

4 A. Okay. It says, "Loan financial history." Okay.

5 Q. Okay. So let's scroll back down to that December
6 2017 -- right here. Yeah.

7 So this'll show payments, right, that were made
8 after the loan denial. Right?

9 A. Right.

10 Q. So were there any payments in January that were made?
11 Right? Isn't there a payment on January 16th, 2018?

12 A. Yeah. I show a payment January 16, 2018.

13 Q. In the amount of 1,339.72. Right?

14 A. Right.

15 Q. And that was her -- that was the monthly payment
16 amount before the modification. Correct?

17 A. I don't recall what was the monthly payment amount
18 before. I don't recall offhand.

19 Q. Would this document, somewhere in Exhibit 4, indicate
20 that?

21 A. This is a document of it being -- being applied. I
22 guess if you go to older months, then you can kind of
23 backtrack into that.

24 Q. Let's see.

25 A. So I don't know if an escrow analysis took place, if

1 there were different changes. I don't know if that
2 was the old payment amount or when that payment amount
3 started.

4 Q. Okay. So back on that page, if you go up to
5 February 12th, 2018, there's another payment in the
6 amount of 1,034.72 [sic] that was made on
7 February 12th, 2018. Right?

8 A. Right.

9 Q. Okay. And then if we go to March, there was a payment
10 made on March 30th, 2018, in the amount of 1,334.
11 Correct?

12 A. Correct.

13 Q. And then there was another payment on May 7th, 2018.
14 Correct?

15 A. May --

16 Q. May 7th. 1,334.72 on May 7th.

17 A. Right.

18 Q. All right. And then if we go up to May 21st, there's
19 another payment for 1,634.25. Correct?

20 A. Right.

21 Q. Okay. Then let's go to the next page. At the bottom
22 of that page, there's a payment on June 14th, 2018,
23 1,634.25. Correct?

24 A. Right.

25 Q. And then I don't -- you tell me. I don't see any more

1 payments being made. Do you see any more? We'll get
2 up to December in a minute, but between June and
3 November, do you see any payments being made?

4 A. No.

5 Q. Okay. Then, up in December, on the 24th, there's an
6 entry, a minus and then a credit, for 3,348.16. Can
7 you tell me what that is?

8 A. What date are you looking at now?

9 Q. 12/24/18.

10 A. 12/24/18. Oh.

11 Q. Is that a payment?

12 A. That's not a payment.

13 Q. What is that?

14 A. That's Code -- with Code 161, it could be a bill being
15 paid or taxes or insurance. It's something being
16 paid. It's not a payment.

17 Q. Okay. But it's a -- you don't think it's a payment.

18 A. I know it's not a payment. A payment is -- the
19 transaction code is 171, 172, and 173.

20 Q. Okay. Like we looked at at the very bottom of the
21 page. Right?

22 A. Right.

23 Q. There's the 173 code. Okay.

24 All right. I asked you, Mr. Crawford, about a
25 CFPB complaint. You said there was one. I'd like to

1 mark -- or I'd like to show you what's been marked as
2 Deposition Number 19.

3 (Exhibit 19 was introduced at this time.)

4 BY MR. LYONS, CONTINUING:

5 Q. Exhibit 19 is a letter dated April 15th, 2018, from
6 Cenlar to Ms. Green saying that they received a copy
7 of the complaint. Correct?

8 A. Yes.

9 Q. And that was sent from, "Executive resolution
10 analyst." Do you see that?

11 A. Yes.

12 Q. Do those -- does that department or that person enter
13 notes into the system notes that -- or the
14 consolidated notes that we were looking at in
15 Exhibit 4?

16 A. If they make a review and make a decision, then yes.
17 They would put notes in it -- into the notes screens.

18 Q. Okay. So now I want to show you what's been marked as
19 Exhibit Number 20.

20 (Exhibit 20 was introduced at this time.)

21 BY MR. LYONS, CONTINUING:

22 Q. Showing you what's been marked as Exhibit Number 20,
23 this is the April 23rd, 2018, letter from Cenlar to
24 the Consumer Financial Protection Bureau. Do you see
25 that?

1 A. Yes, sir.

2 Q. Okay. And if we scroll down to the end of the letter,
3 it was sent by Allison Johnson of the executive
4 resolution analysis team. Right?

5 A. Right.

6 Q. Okay. And do you know who Allison Johnson is?

7 A. I do not personally know Allison Johnson.

8 Q. Okay. Does the executive resolution team enter notes
9 into any system?

10 A. They will put notes onto the same system.

11 Q. Okay. So we -- if they -- there should be a note
12 probably from Allison or somebody else from that team
13 in Exhibit 4 that we were looking at before. Correct?

14 A. Right. There should be notes of complaint being
15 received, letter being sent out.

16 Q. Okay. So let's take a look at Exhibit -- let's go
17 back to Exhibit 4 for that date in April of 2018.
18 Keep going all the way up pretty long -- nope. Now
19 down. April. There you are. Okay.

20 So there's April, but I'm not seeing any notes
21 related to either the complaint or the response in
22 Exhibit 4, and I'm wondering if you know why that
23 would be.

24 A. Because what you're looking at is a collections
25 screen. Those are calls being made.

1 Q. Okay. But --

2 A. So --

3 Q. -- this is the -- I hear what you're saying, but if
4 you go up to the top, in the consolidated notes on the
5 first page, it's pulling from certain systems or
6 certain notes. Right? And do you see up there --

7 A. Right.

8 Q. -- if the executive team is part of that consolidated
9 notes?

10 A. I don't see anything from NOTS, anything from notes.

11 Q. So NOTS would be the system or the screens that would
12 be where a response to the CFPB complaint would be?

13 A. Since the NOTS is where people who are not in those
14 departments or your regular screen, they would just
15 make notes on the account. Folks that don't use the
16 system regularly, they can input notes.

17 MR. LYONS: So, Madam Court Reporter, I
18 would like you to mark that part of the deposition.

19 And, Opposing Counsel, I would like you to
20 see if there are notes from that system that have not
21 been produced. Or if they have been produced, just
22 let me know, and I'll pull them, and we can talk about
23 them.

24 BY MR. LYONS, CONTINUING:

25 Q. And then, Mr. Crawford, the other question I have for

1 you is, like you were show- -- like you were telling
2 me, if you look across that top line from all the
3 systems, the one that does have a no is FOR. That's
4 foreclosure. Right?

5 A. Right.

6 Q: Okay. So there's no notes -- we don't have the
7 notes -- the foreclosure notes. And then is the LMT,
8 is that loss mitigation?

9 A. Yes.

10 MR. LYONS: Okay. Ms. Cummings, have those
11 notes been produced but in another production?

12 MS. CUMMINGS: Can you hear me?

13 MR. LYONS: I can just barely right now.

14 MS. CUMMINGS: I believe the notes from loss
15 mitigation have been provided.

16 MR. LYONS: Okay. But not in these
17 consolidated notes? Is that what you're telling me?

18 MS. CUMMINGS: I think they're part of the
19 notes that were provided.

20 MR. LYONS: Okay. I don't see any LMT notes
21 as I go through it, but I'll take a look at it when we
22 take a lunch break, and we can deal with it, then,
23 after lunch.

24 MS. CUMMINGS: Okay. And maybe one of the
25 distinctions I could ask Raymond about is whether or

1 not LMT concerns Cenlar L- -- loss mitigation versus
2 Bayview.

3 MR. LYONS: Okay. Well, we can deal with
4 that when we take a break.

5 THE WITNESS: I mean, the Bayview -- the
6 Bayview notes, that's the loss mitigation notes. The
7 Bayview information pulls over into Cenlar. So the
8 notes that were Bay- -- from Bayview, those are loss
9 mitigation.

10 BY MR. LYONS, CONTINUING:

11 Q. So you're saying the Bayview loss mitigation notes are
12 in there. Right, Mr. Crawford?

13 A. Right. Right.

14 Q. But the Cenlar loss mitigation notes are not in there.

15 A. They -- it said N next -- after loss mitigation, so if
16 there's -- I mean, Bayview was working the loss
17 mitigation prior to that time, but, again, with the N
18 being next to it, the report is not -- when this
19 report was done on that date, it's not pulling -- it's
20 not including the Cenlar loss mitigation notes if
21 there was notes from that time.

22 Q. Right. Okay. I follow you.

23 MR. LYONS: Okay. It is 1:00. Let's take a
24 break for a half an hour. Let me get a little
25 something to eat, and then we will come back and start

1 talking about the credit reporting and the disputes.

2 (A recess was held at this time.)

3 MR. LYONS: Let's show the witness

4 Exhibit 22.

5 (Exhibit 22 was introduced at this time.)

6 BY MR. LYONS, CONTINUING:

7 Q. Mr. Crawford, I'm showing you what's been marked as
8 Exhibit 22. It's a -- it's a multipage document that
9 contains disputes that plaintiff had sent to Cenlar at
10 various times. So there's one that you're looking at
11 on the first page that's January 16th, 2018, that's
12 got some proof documents attached to it in the form of
13 her Educators Credit Union transaction history.

14 If you scroll down to the next page, yep, you'll
15 see the payment history there. Keep going down to the
16 next page. These are records of her payments that she
17 made in -- on the account, okay, to -- from '16 to
18 2017, and then up above was in 2018. Yep. Continue
19 up one more, and then there's the letter.

20 So she is sending in evidence of payments and a
21 dispute letter dated January 16, 2018, and my question
22 really is do you see a record or receipt of this
23 information in the notes that we looked at in
24 Exhibit 4?

25 So let's put those up, and I can kind of help

1 you. Go down on those until you get to 2018. It's
2 going to be, yep, a little further. Yep. Right in
3 there.

4 So, Mr. Crawford, do you see around the middle of
5 January a dispute being received from Cenlar
6 concerning the payment dispute?

7 A. I do not see anything in these notes regarding that.

8 Q. Okay. So if you look at the dispute on January 15th,
9 2018, is this a call, but -- is this related to a call
10 that was received by Cenlar? Where they're saying,
11 "She is not behind. Borrower said she was going to do
12 a PDC for 2/2/18," what's that?

13 A. Postdated check.

14 Q. Okay. And so do you see that there's a communication
15 going on between Cenlar and the plaintiff at this time
16 concerning payments?

17 A. Right.

18 Q. Okay. And then in February, on the 10th, just kind of
19 up in the middle of the page, it says, "Borrower
20 account showing delinquent for four months. Stated
21 account should be current. Sent in proof of payment.
22 Set CI callback." Do you see that?

23 A. Yes.

24 Q. Okay. So there's a dispute going on. She's sending
25 in information about a payment dispute. Is that

1 correct?

2 A. Yes. She did not agree with the account status.

3 Q. Right. And then on February 19th, she said "she is
4 current and we are reporting to the credit bureau and
5 we need to stop," and then it says the borrower
6 disconnected. Do you see that?

7 A. Yes.

8 Q. Okay. I just want to make sure I'm reading these
9 notes right. So then let's go up to the next page,
10 page 9, and at the bottom, on March 17th, 2018, it
11 looks like there was more calls and a payment dispute.
12 Do you see that down there?

13 A. Which date are you referring to?

14 Q. March 17th.

15 A. Okay.

16 Q. Right? Do you see that there's a dispute going on
17 with her that she says she's current, she's not
18 delinquent? "Stated sent in proof to research
19 department over a month ago," and there's been no
20 response yet.

21 A. Okay.

22 Q. Is that -- did I read the note correctly?

23 A. Yes.

24 Q. Okay. Then the second-to-the-last March 17th, 2018,
25 note says, "Advised consumer payment methods due

1 dates. Left message for OPTS. Verified account
2 information. Referred payment dispute." Did I read
3 that right?

4 A. No. RFD, reason for default, payment disputes.

5 Q. Okay. So RFD is a payment -- is -- but who is that
6 note being sent to, or is that just what -- a recap of
7 what the plaintiff is saying?

8 A. That's a recap.

9 Q. Okay. And there's a note up on 3/21/18 from CRM.
10 Is -- what is CRM? What department is that?

11 A. CRM is a processor ID.

12 Q. Okay. So that note says, "Already paid. Advised four
13 payments due." She "stated she sent in proof of
14 payment to research department. Loss call in
15 progress." Right?

16 A. Right.

17 Q. And at the very top of that page, there's a note on
18 June 12th. It says, "Callback task, credit dispute
19 open." What's, "PPW received"?

20 A. I'm not sure what PPW is, sir.

21 Q. Okay. Is there a chart or a legend or a code or a key
22 that would help you decipher what the -- what some of
23 the shorthand is in here?

24 A. No, sir.

25 Q. Okay. So to talk -- to figure out what PPW means, who

1 do we got to talk to? Is there some -- is EZW the
2 agent that entered in that note?

3 A. Yes.

4 Q. Okay. Does it show in the notes any resolution of
5 this payment dispute by her or any correspondence
6 being sent back to her prior to April of 2018?

7 A. It showed the executive resolution analyst sent a
8 report back.

9 Q. Okay. What page is that? Where did you see that?

10 A. I'm referring to the letter that you showed me
11 earlier.

12 Q. And does that show up now in these notes? Are you
13 saying you found that?

14 A. Again, that is not in the notes. They usually put
15 their notes in NOTS. NOTS is not included.

16 Q. Oh, I thought you were saying that, in Exhibit 4, you
17 saw a reference to that, but you did not.

18 A. No. I did not see that. I did not.

19 Q. You just know that an executive report came back
20 because I showed you the exhibit. Right?

21 A. Because I've seen the letter before. Yes.

22 Q. Yes. That's Exhibit 20, and we already -- we marked
23 that. Now let's go back to Exhibit 20 for a minute.
24 On the second page of Exhibit 20, second-to-the-last
25 paragraph of that page, the Cenlar agent -- executive

1 agent wrote, "We note that on January 15, 2018, the
2 borrower requested to speak with a supervisor, who was
3 unavailable at that time of her call. It appears the
4 borrower wished to discuss the denial of her loan
5 modification. Unfortunately, our supervisor failed to
6 return her call." Do you see that?

7 A. Yes.

8 Q. And then it goes on to say on January 15th she made a
9 payment, and we already talked about that. Right?

10 A. Right.

11 Q. Okay. Let me show you Exhibit Number 21 that we've
12 marked.

13 (Exhibit 21 was introduced at this time.)

14 BY MR. LYONS, CONTINUING:

15 Q. Exhibit Number 21 is a letter dated July 16th, 2018,
16 again to the CFPB, and if you go to the end of the
17 letter, you will see that this letter is also from
18 Allison Johnson. Do you know why this letter was sent
19 twice to the CFPB, once in April and once in July?

20 A. If there was multiple responses, there were multiple
21 requests.

22 Q. Okay. And in order to find out if there were multiple
23 requests, we'd need to look at the notes, right, to
24 see what the history was on the contacts?

25 A. If there's notes of the letter being received in the

1 NOTS, then you can look at that.

2 MR. LYONS: Okay. And let me stop right
3 there and maybe ask Ms. Cummings. Were you able on
4 the break to find out if those notes were, in fact,
5 produced?

6 MS. CUMMINGS: No. I didn't have a chance
7 to look into that.

8 MR. LYONS: No problem. We'll talk about
9 that after the deposition, and then also not only the
10 notes, but the loss mitigation notes for Cenlar.

11 BY MR. LYONS, CONTINUING:

12 Q. Okay. Turning back to Exhibit Number 22, let's put
13 that exhibit up for -- yeah. Thank you. Scroll down
14 to the CFPB complaint. Yep. Keep going. Right
15 there.

16 So, Mr. Crawford, are you aware -- you're aware
17 of the CFPB complaint, and you reviewed that?

18 A. Yes, sir.

19 Q. Okay. And that, again, had to do with the payments
20 and the payment history?

21 A. Yes. We just looked at the response to that
22 complaint.

23 Q. Right. And there were attachments to the CFPB
24 complaint.

25 MR. LYONS: If you look -- keep scrolling

1 down, Madam Court Reporter. Up now. Up. Right --
2 keep going. Keep going. That's the page I want.
3 Keep -- right there.

4 BY MR. LYONS, CONTINUING:

5 Q. See the attachments that are listed in the complaint
6 detail, Mr. Crawford?

7 A. Right.

8 Q. Have you reviewed all those documents as well?

9 A. I believe I've seen some of them.

10 Q. Okay. But you're aware that they were part of the
11 plaintiff's CFPB complaint. Right?

12 A. That's what's listed on the stuff as it being
13 attached.

14 Q. All right. And then we were talking for a minute
15 about -- back in the consolidated collection notes
16 that we were looking at that there was communications
17 in July of 2018 and into August of 2018.

18 MR. LYONS: And if, Madam Court Reporter,
19 you keep scrolling down the document.

20 BY MR. LYONS, CONTINUING:

21 Q. Mr. Crawford, you will see right there there's a
22 letter dated July 20th and another dated -- another
23 one dated July 20th and also with an appendage there
24 on the side from September of 2018. Again, these are
25 issues with the -- with the payment history that

1 Ms. Green is trying to bring to Cenlar's attention.

2 Correct?

3 A. I'm sorry. Repeat the question?

4 Q. Yeah. These additional letters that are being sent
5 and faxed in to Cenlar are complaining about payment
6 history and credit reporting disputes. Correct?

7 A. She's disputing her payments, her account status.

8 Q. Yes. Right. And you saw those were reflected in
9 Exhibit 4, right, that we also looked at at the
10 various time periods. Correct?

11 A. I don't recall which one is Exhibit 4.

12 Q. Exhibit 4 are the -- is the consolidated notes.

13 A. And what was your question about the consolidated
14 notes?

15 Q. That there is reference, if we go back to Exhibit --
16 or Exhibit 4 -- we can do it right now. In June and
17 July and August, there is record of -- yep. Keep
18 going up to page 8. There's -- yep. Right there.

19 There's records of correspondence, letters being
20 received by fax, and information showing that the
21 plaintiff is disputing the payment history and the way
22 that it's credit-reporting. Right? We just looked at
23 those same letters in Exhibit Number 22.

24 A. Right.

25 Q. Okay. All right. Now, staying with Exhibit 4, if we

1 scroll up to the top -- yep. We're going to get up to
2 December. Yep. Right in there. The top of the page
3 should be December 6th, 2018, right -- one more. Yep.

4 So in December, the plaintiff begins to dispute
5 with the credit reporting agencies. Correct?

6 A. I don't know what date she started to report that, to
7 dispute that.

8 Q. You can see it right in the middle of the page. There
9 is an e-OSCAR dispute received on December 6, '18.
10 Right?

11 A. Yes. I've seen when we -- when we received it. Yes.

12 Q. Okay. So let's stop for a minute. Let's pause for a
13 minute and talk about direct disputes versus indirect
14 disputes. We kind of touched on that this morning,
15 but let's circle back to that now.

16 So there would have been many direct disputes
17 from the plaintiff to Cenlar about the payment
18 history. Right? And the credit reporting. We talked
19 about those. Right?

20 A. There was dispute about payment. Not dispute about
21 credit reporting, about payments.

22 Q. And credit reporting. Right?

23 A. I remember -- I can go back to that, but I think
24 there's dispute about account status.

25 Q. Okay. But both account status and payment history

1 would be reflected in how Cenlar is reporting to the
2 credit reporting agencies. Correct?

3 A. Correct.

4 Q. Okay. So if she has a dispute about that directly
5 with Cenlar, there's a process by which Cenlar can
6 advise the credit reporting agencies that Ms. Green
7 has a dispute. Correct?

8 A. No. We're not going to advise the credit agency that
9 she has a dispute.

10 Q. Why are you not going to do that?

11 A. Because everybody can -- every homeowner can call and
12 say, "We have a dispute," so you're not going to send
13 each in. Every time someone calls and says, "I have a
14 dispute," you send that report to the credit bureau,
15 that's not -- I don't have any knowledge of that being
16 a process.

17 Q. Okay. That's -- so on a direct dispute like the ones
18 we were talking about, there is no process for
19 updating the credit reporting agencies to explain that
20 there's a dispute. Correct?

21 A. No. If someone's sending a dispute and it's being
22 handled by the credit department, then they have their
23 processes.

24 If someone calls and you have a phone
25 conversation and you're disputing your account, that

1 is -- they advise you to send in the information to
2 the research department, but that's -- but because
3 it's still a dispute of what is owed, a report does
4 not automatic go towards the credit report because
5 there was a dispute.

6 Q. Okay. So in order to trigger the dispute to send to
7 the credit reporting agency, you have to send in
8 information. Right? You can't just do it on the
9 phone.

10 A. That's -- there has to be ongoing research to look
11 into the matter.

12 Q. Okay. And based on what you've seen both in
13 Exhibit 22 and the other exhibits concerning the CFPB,
14 was there an ongoing dispute between the plaintiff and
15 Cenlar?

16 A. Which one is Exhibit 22?

17 Q. Exhibit 22 is the last one we looked at with her
18 letters from January 16, the CFPB complaint from
19 April, and then the July and August disputes from
20 2018.

21 A. Okay. Which one -- I mean, which -- you just
22 referenced three letters. Which ones -- are we doing
23 one at a time there? So I don't --

24 Q. I think what I'm --

25 A. -- I guess, follow your lines of question.

1 Q. Sure. What I'm saying to you, sir, is that over the
2 course of 2018, from January of 2018 to April of -- so
3 January of '18 is the first page of Exhibit 22. Okay?
4 Okay?

5 A. Okay.

6 Q. Then there's an April. Right? Keep going down. Yep.
7 There's an April CFPB complaint. Right? And we know
8 that you received both of those, the January dispute
9 and the April dispute. And then if you keep going
10 down, there's a July dispute, and then there was an
11 August dispute, because -- right there.

12 As you can see from the top page, there's an
13 August 13th, 2018, fax that we just looked at in the
14 notes in Exhibit 4 showing all the -- that these
15 disputes were being received by Cenlar and Cenlar was
16 responding to them. Correct?

17 A. Cenlar responds to the April and the July. That's
18 what we have discussed so far.

19 Q. Okay. You don't see anything in August.

20 A. I mean, we have not discussed anything from August. I
21 don't remember the dates off the letter. I'm just
22 referencing what we have discussed and what you have
23 presented so far.

24 Q. Oh, okay. Well, then, so you've seen -- you've seen
25 April, and you've seen July, and now I'm going to show

1 you August. So let's go back to Exhibit 4, and we're
2 going to go to August. Right at the top. Yeah.
3 Yeah. Right there.

4 At the -- on the second page. Right?

5 "Correspondence letter received by fax." "Bank
6 statements received by fax." Right? These are all --
7 these are all things that are being received. Right?

8 A. Where are you looking, sir?

9 Q. Okay.

10 A. Where are you -- what date are you reading from?

11 Q. 8/13/18.

12 A. Okay.

13 Q. "Bank statements received by fax." "Correspondence
14 letter received by fax." "Envelope received by fax."
15 "Fax cover page received by fax." Do you see -- do
16 you see where I'm reading?

17 A. Right.

18 Q. Okay. So there is an ongoing set of correspondence
19 with the plaintiff related to the credit reporting and
20 the account status and the payment history. Correct?

21 A. No, sir. Those -- those information that's faxed are
22 being received. If you look at the notes, they are
23 being sent for hardship or loss mitigation. You show
24 bank statement. You show correspondence. You show
25 fax cover letter. You show hardship letter.

1 Q. Yep.

2 A. And you go up on 8/13, it says, "LM002 packet,
3 acknowledge package received." So it was --
4 information was being sent for loss mitigation work.
5 Where -- that's where it was being sent to.

6 Q. Well, that's -- it may be --

7 A. That was --

8 Q. It may be being sent there, sir, but I've shown you
9 the fax -- I mean, do you have any information to deny
10 that you were not -- that Cenlar was not receiving
11 these disputes concerning the reporting and the
12 payment history?

13 A. Sir, I'm not denying what was received and whether it
14 was not received, what was received. You referenced
15 the notes on 8/13/18, and in response to that, I'm
16 letting you know that it was information that's being
17 sent to loss mitigation, and loss mitigation is
18 tracking that as a loss mitigation package, not a
19 research package. So that's a big difference between
20 there. So that's -- that's what I'm trying to clarify
21 regarding those notes.

22 Q. Okay. So do you ever see Cenlar straightening it out
23 and sending it to research?

24 A. Say that again?

25 Q. Do you ever see Cenlar sending the package that it

1 received related to plaintiff's dispute to research?

2 A. No. It said that the package's received and the
3 package is incomplete, so an incomplete package letter
4 will be sent out. Once you get a full package, then
5 our loss mitigation will review the full package to
6 determine what is included within that package.

7 Q. So if loss mitigation didn't send the package to
8 research, research would never get it to investigate
9 the dispute related to the payment history problem and
10 the account status problem. Correct?

11 A. Right. If we scan a package and a package is -- if it
12 goes to loss mitigation and a package is incomplete,
13 it has not been assigned to someone to review it to
14 determine what the information is being sent for.

15 Q. So if we scan -- or if we scroll up, in September, do
16 you ever see it being forwarded to research for
17 investigation?

18 A. No, sir. Again, in September, another letter was sent
19 on September 6th stating that that package is
20 received. That package is being recognized. You have
21 a hardship letter being recognized as a loss
22 mitigation package, not a research package.

23 So, again, until the package is complete, then it
24 gets -- the entire package can be reviewed. But the
25 package was incomplete, and another missing document

1 was sent out. So whoever reviewed it may have been
2 understanding they had a loss mitigation package and
3 not a payment research package, because that was the
4 wrong place it was sent to.

5 Q. I understand.

6 So let me ask you this. Is -- are the -- are the
7 documents that are received from the borrower, are
8 those imaged and kept somewhere?

9 A. Yes, sir.

10 Q. Where are they -- where are those documents housed?

11 A. They are kept in the Meta -- Meta system, M-E-T-A.

12 Q. And do the -- does the credit dispute department have
13 access to that document warehouse?

14 A. That is where loss mitigation stores their documents.

15 Q. Yep.

16 A. That's the -- that's the storage --

17 Q. Right.

18 A. -- for loss mitigation.

19 Q. Okay. So credit would never see those documents.
20 Correct?

21 A. No. You have to open up a credit task and provide a
22 document for credit to start their review and their
23 process.

24 Q. Okay. Is there a -- is there a platform within either
25 Black Knight or Cenlar to warehouse documents that all

1 departments can view?

2 A. No, sir. Based on your department, you have -- you
3 don't have access to everywhere. So based on where
4 you work and what credentials you have, you may have
5 the password to go into certain places.

6 Q. And as you sit here right now, do you know if credit,
7 the credit department that handles the either direct
8 or indirect disputes, has access to loss mitigation
9 documents?

10 A. They may have access to loss mitigation documents,
11 because they do our research for the entire company.
12 So credit may have access to loss mitigation
13 department -- documents.

14 Q. May have, but you don't know for sure?

15 A. I'm -- so many have, or they can -- they can request
16 the documents that they will need. So if you need a
17 document from a certain department, you can contact
18 someone in that department and request those
19 documents.

20 Q. Okay. So that's what I'm trying to find out. Right?
21 So the people in credit, if they want to research an
22 issue and review documents from loss mitigation, they
23 need to make a request to loss mitigation to get that
24 information. Correct?

25 A. You can contact someone in loss mitigation and request

1 the document that you need.

2 Q. Okay. But without making that request, those
3 documents aren't readily available to credit.
4 Correct?

5 A. That's correct. It's on a needs basis. If you need
6 it, then you go ahead and retrieve it yourself if
7 you're doing the research.

8 Q. What group is MWB?

9 A. I'm not sure -- what's MWB? I'm not -- I'm not
10 understanding your question.

11 Q. Sure. Let's look -- if you could scroll up on the
12 current document -- right there. Yep.

13 So on -- remember how we were talking about
14 December 6th, 2018? MWB, what department is that?

15 A. That's a -- that's a processor ID. The department is
16 the first one. The SER, COL, those are the
17 departments.

18 Q. Thank you.

19 A. The MWB, QDG, those are processor IDs.

20 Q. And SER is what?

21 A. Is service -- service and customer service.

22 Q. And what images did customer service have in its
23 warehouse of documents?

24 A. I don't recall where they store their documents, but
25 they send the information to different places based on

1 what document comes in.

2 Q. Okay. So, for example, credit disputes, where would
3 they save those?

4 A. They would send it to the credit dispute box. You
5 would open up a task and assign this for someone in
6 the credit department to look up for their work
7 assignment.

8 Q. And would there be a reflection in these notes if
9 there was an instruction to save documents from an
10 indirect dispute?

11 A. I'm not understanding the question as state -- I'm not
12 understanding the question.

13 Q. Okay. So, for example, on December 6th, 2018, we know
14 that the agent received the e-OSCAR dispute. Right?

15 A. Right.

16 Q. And do they save copies of those e-OSCAR disputes or
17 the responses?

18 A. Yes. The credit department will save copies of the
19 dispute and the responses.

20 Q. And do you have to open a task in order to instruct
21 them to do that or not?

22 A. No. That's -- any document that is received, it is
23 stored under the loan history, but it's a matter of
24 where it is stored by which department.

25 Q. Okay. Now, we talked about the direct disputes.

1 Right? So if the research department, which is part
2 of customer service -- is that right?

3 A. I'm not sure if research is part of customer service.
4 I'm not sure of that family tree. It's a separate
5 department.

6 Q. Okay. But that's why -- that's why, I guess, I need
7 to know if you could answer that question. So if a
8 direct dispute comes in related to credit reporting or
9 payment history or account status with relationship to
10 a credit report, who should that eventually filter to?

11 A. Well, there's a lot in that question. That's a very
12 broad question, because you said, "Payment," and you
13 said, "Credit reporting." So those are two -- if it's
14 a payment, research will review the payment history
15 and send a copy of the payment history, giving that
16 "Here's the payment history that we have." If we need
17 additional information, they would send you out that.

18 If you have credit reporting disputes, then that
19 dispute would go to the credit reporting department to
20 review and respond to that.

21 Q. Even if it's -- even if it's direct?

22 A. Right. If -- it's credit reporting, so it will be
23 handled by the credit reporting department.

24 Q. In the April CFPB dispute, did we -- do you know
25 whether or not credit -- the credit department was

1 engaged to perform any investigation or if it was all
2 handled by the executive team?

3 A. Which -- please go back to the document and make sure
4 we're talking about the right dispute or so. There's
5 so many different letters. I don't know which
6 exhibit --

7 Q. Okay. Yep. That's fair. Let's go to Exhibit 20. We
8 can go to the top of the page. So this is the letter
9 from April, right, from Cenlar back to the CFPB?

10 A. Right.

11 Q. About credit reporting. Right?

12 A. Right.

13 Q. Okay. So my question for you, sir, is was this
14 dispute ever directed to credit, or was it handled
15 only by the executive team?

16 A. It was handled by the executive team conducting their
17 research of the loss mitigation, the credit reporting,
18 and anything that was included within the dispute.

19 Q. Okay.

20 A. They would review the loan history.

21 Q. And if credit reporting performed any research related
22 to this dispute, would that show up in the
23 consolidated notes?

24 A. No, sir. Credit reporting would put their notes on
25 their account. "Fax received." "Dispute received."

1 "Responded to the dispute," and put their notes on the
2 account.

3 Q. Right. So if we don't see anything from credit, that
4 means they weren't engaged in April to deal with the
5 CFPB -- the CFPB complaint. Correct?

6 A. Sir, because the information was sent to the executive
7 team to respond to that, so they are the ones sending
8 out the written correspondence. They would conduct
9 the research, speak to the various departments that it
10 needs to speak to if they need additional information,
11 look at the payment history, look at the credit
12 reporting, look at the loan file.

13 If you have any additional questions, then you
14 can reach out to the various departments and ask those
15 questions before you respond to the letter.

16 Q. Okay. And so if there was no note from the credit
17 bureau department in the consolidated notes that we've
18 marked as Exhibit 4 related to the CFPB complaint,
19 then they weren't contacted. Correct?

20 A. That's not correct, sir. If the dispute -- if there's
21 credit reporting questions, you can still speak to the
22 credit reporting department while conducting your
23 research.

24 Like, "The borrower is disputing this. What was
25 reported?" And you match what is being reported and

1 what is the payment history or the account status
2 being reviewed for. So we keep a record of
3 everything.

4 So you have a payment, and you have a reporting
5 date as it went to their credit history, so you match
6 that out. "Okay. This one was reported. What month
7 was it reported for?" So you can look at a track of
8 the credit reporting to answer your -- to answer the
9 question from the dispute.

10 Q. Right. But what I'm asking you is, if there's no
11 record in Exhibit 4 of credit being contacted in April
12 of 2018, then that means the executive team didn't
13 reach out to credit and credit didn't make any
14 determinations or do anything on behalf of that.
15 Right?

16 A. I cannot answer that question based on that note, sir.
17 Again, it's -- if that is the product of research, you
18 would reach out to different departments. So you
19 can -- you can call and say, "Can you take a look at
20 this loan for me?"

21 Q. Yeah.

22 A. It's not -- it doesn't -- it doesn't involve putting
23 your notes on the account. If a person provides you
24 with information, then you can go ahead and put that
25 in -- you make -- if you make your notes what you

1 found, you will summarize your notes from your
2 research that you have done with various departments
3 and put that into the notes.

4 Q. Okay. So maybe those notes are the -- in the
5 executive notes that we haven't -- that haven't been
6 produced, but we at least don't see anything from
7 credit about the --

8 A. I'm not -- I did not speak of any executive notes. I
9 don't know of any other executive notes platform.
10 They will put their notes in the account in there.
11 "Fax received. Complaint received." They will put
12 that note in the file as far as what was received and
13 what was reviewed.

14 That's as far as -- as far as I have seen
15 regarding putting the status on the account. So if
16 they receive a research, they conduct the research,
17 and they put in what was sent, and they summarize
18 that.

19 Q. Okay. Okay. So now let's talk about indirect
20 disputes, and that gets us to December on Exhibit 4.
21 So we've got disputes coming in from the credit
22 reporting agencies. Right?

23 A. Right.

24 Q. Okay. And if the customer makes a dispute through the
25 credit reporting agencies, there's a procedure to

1 follow. Is that correct?

2 A. Yes.

3 Q. Okay. And that procedure, we've marked as Deposition
4 Exhibit Number 6, so let's show the witness that.

5 (Exhibit 6 was introduced at this time.)

6 BY MR. LYONS, CONTINUING:

7 Q. I'm showing you a copy of Exhibit 6, which is the
8 first eight pages of the third party operational
9 reporting departmental procedure.

10 MR. LYONS: So if you scroll, Madam Court
11 Reporter, down for the eight pages, Mr. Crawford will
12 see the first eight pages.

13 BY MR. LYONS, CONTINUING:

14 Q. But this is a 48-page document. Do you know what else
15 is included in this manual?

16 A. No. Not off the top of my head, sir.

17 Q. Okay. And if you can scroll down one more page, also
18 page 24 was produced, and there are some redactions at
19 the top of the page. Do you know what those
20 redactions are about?

21 A. Not from look -- from looking at what you're looking
22 at, sir. I don't know off the top of my head.

23 MR. LYONS: And, Counsel, we don't know why
24 Section 7.2.3 was redacted, but you and I can take
25 that up after the deposition or on a break.

1 But, Madam Court Reporter, will you please
2 mark that section of the deposition?

3 BY MR. LYONS, CONTINUING:

4 Q. Okay. And then let's scroll down to the next page.
5 Keep going one more page. Yeah.

6 There's an -- there's an appendix to this that
7 shows a map. It's kind of a -- this is the direct
8 disputing map. Do you see that?

9 A. I can barely see that, but --

10 Q. Yeah. That's how it was produced to me. It's not
11 great, but it says, at the bottom of the page, "These
12 process maps are intended as a broad overview. Refer
13 to the departmental procedure for an in-depth
14 description." What is the departmental procedure for
15 in-depth description? Where is that?

16 A. I'm not sure what you're referring to, sir.

17 Q. Yeah. I don't -- I don't know how else to describe it
18 to you. So at the bottom of that page, underneath all
19 the boxes, right, it says, "These process maps are
20 intended as a broad overview. Refer to the
21 departmental procedure for an in-depth description."
22 What is the departmental procedure that that is
23 referring to?

24 A. I cannot see what is in the box, so I can't answer
25 that without seeing what it's referring to.

- 1 Q. Okay. Now let's go back to page 6 of this exhibit, 6
2 of 48. Okay. So at kind of towards the bottom, it
3 says, "7.2, Credit bureau reporting procedures.
4 7.2.1, Credit bureau reporting disputes - direct." Do
5 you see that?
- 6 A. Right.
- 7 Q. So the "credit bureau reporting disputes are received
8 by the call center." Tell me what that is. Is that
9 just customer service?
- 10 A. It's a call center. Customer service and collection
11 is the customer -- is the call center. Customer
12 service and collection.
- 13 Q. Okay. So credit bureau reporting disputes can be
14 received by either collections or customer service.
15 Correct?
- 16 A. Right. That's who you're speaking to on the phone, so
17 whoever you speak to. Yes.
- 18 Q. And then they get just directed to credit bureau.
19 Right? Or not?
- 20 A. Yes. They will advise you of where to send that
21 information. Yes.
- 22 Q. Okay. Now, I don't see anywhere on this first page of
23 7.2.1 or, if you flip to the next page, I don't see
24 anywhere in this procedure that talks about updating
25 the compliance condition code. Do you see anything

1 about updating the compliance condition code?

2 A. You have shown me a couple of pages that connect with
3 what you're trying to ask, so I can't answer that
4 question based on the couple of pages you have shown
5 me.

6 Q. Is this the procedure for -- is this the procedure for
7 direct dispute?

8 A. It is one of the procedures. I don't remember what
9 was -- what was on top of the procedure. You just saw
10 that certain pages, so I don't quite recall exactly
11 what procedure this is for.

12 Q. Okay. Here. Let's flip back up to the page above.
13 So there it is right there.

14 Credit reporting procedure for direct disputes,
15 take a minute and review that, 7.2.1.

16 A. Okay.

17 Q. Okay. Now let's take him to the next page. So 7.2.1
18 finishes up there. So I'll -- let me repeat the
19 question. I don't see any procedure in 7.2.1 related
20 to direct disputes that has anything to do with the
21 compliance condition code. Do you see anything?

22 A. I'm not knowing which -- that code that you're
23 referring to, sir.

24 Q. You don't know what that code is?

25 A. No, sir. I do not know.

1 Q. Okay. And then down in 7.2.2, take a minute to read
2 that. So those are the indirect disputes related to
3 credit reporting.

4 A. Okay.

5 Q. Next page, do you see anything in that procedure
6 related to indirect disputes through the credit
7 reporting agency and the compliance condition code?
8 Do you see anything referenced in there about it?

9 A. I'm not reviewing the entire document, so, I mean, I'm
10 just -- I can't -- I don't want to guess. I'm not
11 reviewing the entire document to answer that question.

12 Q. Yeah. I don't even have the entire document. You've
13 got what I've got right there. So you don't see
14 anything in there about compliance condition code. Do
15 you? Do you see anything?

16 A. Based on what is in front of me, I do not see that
17 language. That is based on what is on the screen.

18 Q. Thank you, sir.

19 And in your preparation for your deposition
20 today, Mr. Crawford, did you speak with -- or were you
21 advised or prepared to talk anything about the
22 compliance condition code?

23 A. No, sir. I did not speak to anyone regarding the
24 compliance condition code.

25 Q. Okay. Let's mark Deposition Exhibit Number 5.

(Exhibit 5 was introduced at this time.)

BY MR. LYONS, CONTINUING:

Q. This is Deposition Exhibit Number 5. It is entitled, "Third party operational reporting, credit bureau reporting oversight." Do you see that?

A. That's what you just read off the document.

Q. Yep. Are you familiar with this procedure?

A. I've seen the document before. Yes, sir.

Q. Okay. So who is the third party that it's referring to? Is that Black Knight?

A. No. It's the system that is -- that is used for the reporting. Yes, sir.

Q. Okay. But third party operational reporting, who is the third party that that describes?

A. As we go through the document, I can better answer that question.

Q. Okay. Let's go to the next page. Anything on that page help you determine who the third party is?

A. No, sir.

Q. Okay. Let's go to the next page. Anything on this page help you understand who the third party is that's being identified there?

A. I mean, it says the third party operational reporting department is Cenlar's third party operational reporting department.

1 Q. So you think this is -- that Cenlar is the third
2 party.

3 A. It's referring to a Cenlar FSB third party operational
4 reporting department.

5 Q. Okay. So Cenlar FSB is the third party that this
6 is -- that this is referring to.

7 A. That's based on what is in front of me. We have not
8 gone through the entire document, but that's the name
9 of that department.

10 Q. Okay. So let's keep going. Let's look at the next
11 page. A lot of talk about third party over there on
12 the -- on the left-hand margin, but I just don't know
13 who the -- if that third party is referring to Cenlar
14 or someone else. That's what I'm trying to find out,
15 sir. So take your time. That's what I'm trying to --

16 A. Referring to -- referring to Cenlar.

17 Q. Okay. So you think where it says, "Third party," that
18 means Cenlar.

19 A. Yes.

20 Q. Okay. Thank you.

21 Let's go to the next page, page 5. It looks like
22 the credit reporting analyst and senior credit
23 reporting analyst and third party, or Cenlar,
24 operational reporting team lead has the responsibility
25 to escalate issues to ensure compliance with the FCRA.

1 Am I reading that right over in the bullet points?

2 A. That's what you read in the document.

3 Q. Okay. And are these credit reporting analysts and
4 senior credit reporting analysts, are those the agents
5 that process the ACDVs?

6 A. Yes, sir.

7 Q. Okay. So that's -- you would call Barker and Cooper
8 credit reporting analysts. Correct?

9 A. I don't know their official title, but yes. That's --
10 it could be one of them.

11 Q. Okay. And do you know if they're senior status yet?
12 Do you know anything about Cooper or Barker?

13 A. No, sir.

14 Q. Okay. Who would know that? Somebody from credit?

15 A. I mean, know them as far as know what about them?

16 Q. Know what their status is. Are they -- are they
17 credit reporting analysts? Are they senior credit
18 reporting analysts? Are they operational reporting
19 team leads? What are they?

20 A. You can just look up the name in the e-mail and see
21 their title.

22 Q. In the -- in the e-mail?

23 A. Yes. You just -- yes. In the directory, just look up
24 someone's name, and you can find out their title.

25 Q. Okay. Well, hold on. I don't know if I have that

1 document, but let me take a look. So I've got to --

2 A. It's not a document, sir. It's a company directory,
3 not a document.

4 MR. LYONS: Okay. Company directory. Okay.
5 Well, Counsel, I'd like that produced so I can find
6 out -- I guess what Mr. Crawford's saying is that's
7 how you find out who they -- what their title is, so
8 I'd like that.

9 A. I mean, do you want to know their title? It's not --
10 again, I can look up someone's e-mail and get you
11 their title. Is that what you're trying to know?
12 You're not going to -- it's a -- it's a Microsoft
13 directory. You're not going to receive a directory of
14 everyone in the entire --

15 BY MR. LYONS, CONTINUING:

16 Q. No. And so --

17 A. So what is your -- what is your specific question? Do
18 you want to know their current title now?

19 Q. I want to know what their title is. Yeah. I want to
20 know if this applies to them. Are they credit
21 reporting analysts? Are they senior credit reporting
22 analysts? Are they third party operational reporting
23 team leads? What are they?

24 A. Okay. Whose title would you like to know?

25 Q. Are you looking at another screen for this

1 information?

2 A. I'm looking through e-mail. Which title would you
3 like to know?

4 Q. Marquita, M-A-R-Q-U-I-T-A, Barker, B-A-R-K-E-R.

5 A. I'm sorry. How do you spell the last name?

6 Q. B as in boy, A-R-K-E-R.

7 A. She's a credit reporting analyst.

8 Q. Okay. And to find that, you did what?

9 A. By typing her name in e-mail.

10 Q. Okay. In your -- in your other computer that's next
11 to you that allows you to type e-mails to other
12 company employees? Is that right?

13 A. I type it in Microsoft.

14 Q. Okay. And then how about Monique, last name, Cooper,
15 C-O-O-P-E-R?

16 A. Monique Cooper is a credit reporting analyst.

17 Q. Thank you.

18 This document that we were looking at, Exhibit 5,
19 is the operational reporting, credit bureau reporting
20 oversight. Does this govern the monthly tape
21 reporting that Cenlar sends to the credit reporting
22 agencies through Black Knight?

23 A. I don't understand the question, sir.

24 Q. Okay. Well, we're just trying to figure out what this
25 reporting procedure governs. Right? So is this -- is

1 this the monthly tape reporting that's done and sent
2 to the credit reporting agencies?

3 A. It's the policy and procedure for credit reporting.

4 Q. Okay. Not ACDV responses, but monthly credit
5 reporting. Correct?

6 A. For all things regarding credit reporting.

7 Q. Okay. All right. Well, let's -- so let's go back to
8 the beginning. I'm trying to find out if this is the
9 procedure for how to process ACDVs. So let's take a
10 look at it. Let's go back to the second page.

11 Anything in there about ACDV processing?

12 A. No, sir.

13 Q. Okay. Next page, anything there about ACDV
14 processing?

15 A. No, sir.

16 Q. Go to the next page.

17 A. What about the next page?

18 Q. Let's go on to the next page.

19 A. I'm asking what -- you said the next page, but you did
20 not ask a question, so I didn't answer anything about
21 the next page.

22 Q. Yeah. I'm just -- I want to know, right -- so we're
23 going through the procedures, Cenlar's procedures for
24 responding to ACDVs. So I haven't seen any procedures
25 that are going to tell Barker and Cooper how to do

1 what their job is. So I haven't seen that yet, but
2 hopefully you're going to point it out to me in this
3 procedure.

4 A. Okay.

5 Q. Anything on this page yet?

6 A. No, sir.

7 Q. Okay. Let's go to the next page, page 5 -- or page 6.

8 A. No.

9 Q. Okay. Let's go to the next page.

10 A. Okay.

11 Q. Anything on here about ACDVs?

12 A. No. Just the monthly reporting.

13 Q. Right. That's what we talked about -- that's what I
14 asked you about before. This looks like to me -- and
15 this is a different question. I'm just saying this
16 looks like the monthly tape reporting that Cenlar
17 does, and that's what this seems like it pertains to.
18 But you correct me if I'm wrong, because I want to get
19 to the point about ACDVs, and I'm not seeing it yet.

20 A. On the pages I've seen so far, I haven't seen those
21 instructions.

22 Q. Okay. Great. So let's go to the next page. Now
23 we're on to page 7. Yep. Anything in there?

24 A. No.

25 Q. Okay. Let's go to the next page.

1 A. No.

2 Q. Okay. Page 9.

3 A. No.

4 Q. Let's go to page 10.

5 A. Nope. So far only monthly reporting.

6 Q. That's what I thought too, but let's take a look at

7 page 11. Anything on that page?

8 A. Still monthly reporting.

9 Q. Okay. Page -- next page, page 12.

10 A. Monthly reporting.

11 Q. Okay. I've just got a couple more to go. 13,

12 anything on that page?

13 A. Monthly reporting.

14 Q. Okay. And the last page of the exhibit is that -- is

15 a flowchart again. And I'm sorry -- oh, good. She's

16 blowing it up a little bit for you. Anything in there

17 about ACDVs?

18 A. I see words, but I cannot read anything on that.

19 Q. Okay. I don't know what to do about that, because

20 that's how it was produced to me. How -- does that

21 help at all?

22 A. "Produce all oversight, access database," something,

23 "Monthly between the 1st and the 5th." Okay. That's

24 a credit reporting portion of it.

25 Q. It kind of looks like more monthly reporting. Right?

1 A. Right.

2 Q. Okay. All right. I'm going to represent to --

3 A. It looks --

4 Q. -- you, Mr. Crawford, that I didn't see anything in
5 there that had anything to do with ACDVs. I couldn't
6 find it. I didn't know if you knew if there was
7 anything in there, but I don't think so.

8 MR. LYONS: Okay. So, Ms. Cummings, am I
9 missing something? Is there a better manual that the
10 witness should be looking at to understand what the
11 duties of the -- of Cooper and Barker are? Has that
12 been produced?

13 MS. CUMMINGS: Yes. It's -- if you look at
14 the first manual that you were talking about, it's the
15 one called third party operational reporting
16 departmental procedure.

17 MR. LYONS: Okay. So that's Exhibit 6.

18 MS. CUMMINGS: And if you look at starting
19 on page -- let me see here. Starting on page 6, it
20 talks about the procedures when a direct credit bureau
21 reporting dispute is received, and the next page
22 discusses an indirect dispute.

23 MR. LYONS: Okay. And that was at 7.2.2,
24 and I think we already reviewed that with the witness.

25 MS. CUMMINGS: Yes. I think you talked to

1 him about it. I'm not sure -- I can't remember
2 exactly what you went into.

3 BY MR. LYONS, CONTINUING:

4 Q. So this is Exhibit -- we need to go to Exhibit 6, so
5 one back. And right there, 7.2 -- no.

6 7.2.2, Mr. Crawford, we went over this before,
7 but you can take a look at it again. I don't see
8 anything in there about ACDVs, and I don't see
9 anything in there about the compliance condition code
10 on an ACDV. Do you? In 7.2.2?

11 A. The indirect, the -- the ACDV is a document. So the
12 indirect, by coming from the credit bureaus --

13 Q. Yep.

14 A. -- that's -- that's the process that -- that will be
15 followed there. So it may not mention the term that
16 you're looking at, but that is the procedure that is
17 followed regarding indirect disputes.

18 Q. Okay. So how does a -- how does an analyst know what
19 to do when they get an ACDV? This is the man -- this
20 is the procedure. Right? This is what they're
21 supposed to do. Right?

22 A. Right. They do -- they do have training that advised
23 them how to handle the indirect dispute.

24 Q. Okay. But at least you don't know of any procedures
25 or training concerning the ACDVs that you can speak of

1 today. Correct?

2 A. We would refer -- refer you to the same instructions
3 that advised them about the e-OSCAR indirect. So
4 you -- you get the reports, you conduct the research,
5 and you respond through that.

6 Q. Okay. And is there any response related to the
7 compliance condition code that we speak -- that we
8 spoke of? Do you see any direction that Cenlar
9 provides the analysts for how to deal with that?

10 A. Again, I've said that before. I'm not familiar with
11 the compliance code that you're referring to. I'm not
12 familiar with that.

13 Q. Okay. All right. Let's take a look at Deposition
14 Exhibit Number 7.

15 (Exhibit 7 was introduced at this time.)

16 BY MR. LYONS, CONTINUING:

17 Q. I'm showing you what is marked as Deposition Exhibit
18 Number 7. This is a 32-page exhibit containing the
19 dispute letter, the information attached to the
20 dispute letter, and then eventually the ACDV that was
21 completed by Ms. Barker on December 6th, 2018.

22 So let's start with the dispute letter,
23 Mr. Crawford. Have you seen this November 7th, 2018,
24 letter to Equifax before?

25 A. I did see this letter. Yes, sir.

1 Q. Okay. And you understand that she -- that Ms. Green
2 is disputing that she made late payments related to
3 January, February, and March of 2018.

4 A. Yes. I do see that in the letter.

5 Q. All right. And you and I already know -- we don't
6 have to go over it again unless you want to -- that we
7 know that she did make payments in January, February,
8 and March of 2018. Correct? She did make payments
9 those months.

10 A. I don't recall specific dates or the time frame that
11 those payments were made without looking at a
12 document.

13 Q. Okay. Let's look at it again. No problem. You want
14 to go back to Exhibit 4. At the end of the document,
15 four screens from the back. Right? So here comes
16 2018. Right? And we went over these before. There
17 was a payment made on January 16, 2018. Correct?

18 A. January 16. Yes.

19 Q. Okay. And that was 1,339.72. Right?

20 A. '18 -- yes.

21 Q. All right. And then on February 12th, there was
22 another payment made. Right?

23 A. Yes.

24 Q. And then there was another payment made on March 30th.
25 Well, I think we need to be back down on page -- yep.

1 Right there.

2 A. I still don't see March 30th.

3 MR. LYONS: Madam Court Reporter, slide down
4 further towards the back of the document. Yep. Right
5 in there.

6 BY MR. LYONS, CONTINUING:

7 Q. March 30th, 2018.

8 A. Yes.

9 MR. LYONS: Okay. So now go back to Exhibit
10 Number 7, if you would, Madam Court Reporter.

11 BY MR. LYONS, CONTINUING:

12 Q. So she sent this information to Equifax about her
13 making these payments in those three months. Right?
14 Do you see that?

15 A. Yes.

16 Q. All right. And then the next page of this document
17 are -- or next couple pages are documents that Cenlar
18 received from Equifax when processing the ACDV.
19 Correct?

20 A. If that was what was attached to it.

21 Q. Yes. I'm representing to you that that's what was
22 attached to it.

23 And then all the way at the end of the document
24 is the ACDV, the last two pages. Right there. Yeah.
25 Let's take a look at that one first. Mr. Crawford, do

1 you recognize this as an ACDV?

2 A. Yes, sir.

3 Q. Okay. And the dispute code and the documents attached
4 have to do with the account status, the payment
5 rating, the account history; and it was requesting --
6 Equifax was requesting Cenlar to review all that
7 information and update it if necessary. Correct?

8 A. Yes, sir.

9 Q. And you see, in the F- -- the "FCRA relevant
10 information" field, right by where the letter R, the
11 big letter R for "draft" is, do you see that?

12 A. Say that one more time?

13 Q. Do you see the "FCRA relevant information" field?

14 A. Correct.

15 Q. Do you know what that is?

16 A. It's whatever information that they have attached to
17 the document.

18 Q. And there were documents attached. Correct?

19 A. Yes. There were documents attached.

20 Q. And when Cenlar receives those documents, credit
21 copies those documents and saves them, right, in the
22 warehouse?

23 A. Yes. Those documents are saved.

24 Q. In what platform, or where are they saved, again?

25 A. It's saved on a shared drive. Within the policy that

1 you went through, it gave instructions on where those
2 documents need to be saved.

3 Q. Okay. Now, if you turn -- or if we slide down to the
4 last page, you see, in the "account history response"
5 field, which is the shaded area -- do you see the
6 shaded area at the top?

7 A. Right.

8 Q. You understand that that's how Cenlar was telling
9 Equifax it wanted the account -- or the monthly
10 payment history to report. Correct?

11 A. Right.

12 Q. Okay. And from March of 2017 through December of '17,
13 Cenlar was reporting a zero, which I'm going to --
14 indicate to you means current. Do you see that?

15 A. Yeah. Zero means current.

16 Q. Yeah. And then in the upper right-hand corner, we go
17 from current to 90 days late in January of 2018.
18 Right?

19 A. Right.

20 Q. And then in February, she's 90 days late. Right? In
21 March, she's 90 days late. In April, she's 90 days
22 late. Do you see that?

23 A. Right.

24 Q. Okay. And you and I talked about this for a minute
25 before. I asked you how you can go from current one

1 month and then all the way to 90. Right? So no 30,
2 no 60, but all the way to 90 days past due in January
3 of 2018. Do you see that?

4 A. Yes.

5 Q. But she did make a payment in January of 2018. Right?
6 We already looked at that.

7 A. She made a payment, but that was not for her January
8 payment.

9 Q. Does this explain in any way, shape, or form to the
10 credit reporting agency that that's what you meant?
11 That "while she may have made a payment in January, we
12 did -- that's not when we credited it for"?

13 A. This report does not reflect when a payment was made
14 or what month it was credited for.

15 Q. Okay.

16 A. This is the status of the account.

17 Q. And if you look on the front page or the first page,
18 you will see, under the "compliance condition code" --
19 remember, we were talking about that. It's kind of to
20 the left-hand side of the bottom of the page,
21 kitty-corner from the D in "draft." Do you see that?

22 A. Okay.

23 Q. Do you see the "compliance condition code" field?

24 A. Right.

25 Q. Yes? Do you see it?

1 A. I see that in the document.

2 Q. Yes. And is there any -- did Cenlar populate anything
3 in that field?

4 A. I don't see anything populated in the field.

5 Q. Okay. And do you know what Cenlar is supposed to
6 populate in that field or can populate in that field?

7 A. I don't know off the top of my head, sir. No, sir.

8 Q. Okay. Looking at that same exhibit and that same
9 document, was May 1st -- or, actually, I'm sorry. Was
10 May 21st the date of the last payment that Cenlar
11 received and posted from Ms. Green?

12 A. Where are you referring to?

13 Q. In the middle of the payment information, right kind
14 of below the balance information, there's a "date of
15 last payment" field. Do you see that?

16 A. Right. I believe that's 5/1/2018.

17 Q. That's how -- that's how Cenlar was reporting it, and
18 now Cenlar changed the information to 5/21/18. Is
19 that -- do you understand that that's how you read
20 that?

21 A. Okay. It said, "Date of last payment," so the first
22 day's the due date. Again, 5/21 could be when the
23 payment was received.

24 Q. Okay. Do you know -- do you know how to read or
25 understand what information is being populated in that

1 field?

2 A. Yes, sir.

3 Q. Okay. So tell me what the "date of last payment"
4 reflects. What does that mean?

5 A. It says, "Date of last payment, 5/1/2018."

6 Q. And is that the date that the payment was received or
7 the date that it was due?

8 A. That's the date it's due.

9 Q. Okay. So then you see that what Cenlar did in the
10 shaded area is updated that information and said, "Oh,
11 no, no, no, no. It's not due on the 1st. It was due
12 on the 21st of May." Is that what it means?

13 A. No. That's not what it -- that's a due date. The
14 white -- the white part is not done by Cenlar.
15 Everything that's in white is done by the credit
16 reporting. The gray part is where Cenlar inputs their
17 information.

18 Q. You got it. That's right.

19 A. So it says this -- it says, "Date of last payment,"
20 and the date of last payment, by this report, I
21 believe that's a date of 5/21/18.

22 Q. Okay. And so --

23 A. This is what that says.

24 Q. Okay. And that is the last payment. Right? That's
25 what Cenlar is saying is that "the last time we got a

1 payment from the plaintiff was on May 21st, 2018." Is
2 that right?

3 A. That's the date that is in that document.

4 Q. Do you know whether or not that's correct or not?

5 A. You can easily go back to -- I don't know which
6 exhibit -- the payment history and see when a payment
7 was made in the month of June.

8 Q. Okay. So let's go back to Exhibit 4. Yep. You got
9 it. Keep going. Yeah. A little bit further. Yep.
10 Right there.

11 So the actual date of last payment was June 14th,
12 2018. Right?

13 A. Right. You have a June 14. Right.

14 Q. Okay. So that was actually the date of last payment.
15 Right?

16 A. Well, it depends on when that report was submitted.

17 Q. Which report?

18 A. So -- the ACDV. So at the time they're saying the
19 ACDV was submitted, they're saying the last payment --
20 we should go back. It's the 5 -- it says processed
21 right there on 5/25/18 of 1,634.25.

22 Q. Right. And we looked at the ACDV, and that was dated
23 December 6th, 2018. So that was after. Right?

24 A. Well, what was after?

25 Q. The ACDV was after the June payment was made. Right?

1 A. Right.

2 Q. Okay. Now, the June payment that we looked -- that
3 we're looking at right on the screen, that June
4 payment really was, according to Cenlar, for March of
5 2018. Right?

6 A. That June payment -- what is that? June 14th?

7 Q. Now, what are you looking at? What are you looking at
8 different than what I'm looking at?

9 A. I'm looking at the same payment history, but I can
10 barely see it in that format, so --

11 Q. So what --

12 A. -- I'm looking at --

13 Q. Yeah. What are you looking at?

14 A. The payment history.

15 Q. On a different -- on a different computer screen.
16 Right?

17 A. Right.

18 MR. LYONS: Okay. So, Counsel, that's a
19 problem, because I don't know what he's looking at.
20 He's looking at other information. I'm going to
21 object to that.

22 THE WITNESS: I can -- I can close -- I can
23 barely see what you put in front of me, so to better
24 answer --

25 MS. CUMMINGS: Yeah.

1 THE WITNESS: -- your questions, I'm viewing
2 the same payment history.

3 MS. CUMMINGS: It's very small, what we have
4 that we can see. It's probably, like, 2 inches big.
5 I was hoping what he could see was better than what I
6 could see, but it's -- I mean, it's, like, a
7 thumbnail.

8 MR. LYONS: Yeah. That's what I'm
9 looking -- there you go.

10 THE WITNESS: Okay. There we go.

11 MR. LYONS: Thank you, Madam Court Reporter.

12 BY MR. LYONS, CONTINUING:

13 Q. Okay. So just so I'm clear, Mr. Crawford, the
14 June 14th, 2018, payment for 1,634.25 was really
15 credited and posted for March of 2018, right,
16 according to these records?

17 A. No, sir. If you go up, it shows that the due date did
18 not change. It still showed a due date of March 18th.
19 So, I mean, if you can go down a little bit more, kind
20 of go from the bottom to the top, for me to look at
21 the history, so I guess on the page below --

22 MR. LYONS: Yep. You can scroll down, Madam
23 Court Reporter. Sure.

24 A. Mm-hmm. So if you look, the payment on 5 -- on
25 5/25/18, that was applied towards -- let me see. The

1 22 -- all right. So the payment on 5 -- on 5/25, that
2 was applied towards January payment, and then you go
3 up one, the 6 payment, is 6 -- can you go up one?

4 BY MR. LYONS, CONTINUING:

5 Q. Yep.

6 A. So that -- so the 6/14 applied towards February,
7 leaving the account due for March.

8 Q. Leaving -- say that again? What for March?

9 A. So the payment that was applied on 6/14/18, that went
10 towards February payment, and that's making the
11 account due for March '18. So the payment is being
12 applied to the previous month.

13 Q. Okay. So in the "date of last payment" field, it says
14 May, but it really should probably be June. Right?

15 A. There was a payment received after the June one.
16 Right.

17 Q. Okay. Okay. So now let's take a look at Cenlar's
18 response -- let's look at Deposition Exhibit Number 8.

19 (Exhibit 8 was introduced at this time.)

20 BY MR. LYONS, CONTINUING:

21 Q. Okay. So this is the letter from Experian that was
22 received by Cenlar. Right?

23 A. Right.

24 Q. Okay. And then there's attachments included, if we
25 keep scrolling down, and then all the way at the

1 bottom is the ACDV that Cenlar completed for Experian.
2 Right? Do you see "Experian" up in the upper
3 left-hand corner, Mr. Crawford? There you go.

4 A. Right.

5 Q. Okay. And now scroll down.

6 Now, the "FCRA relevant information" field, we've
7 looked at it before. Do you know what that
8 information is contained in that "FCRA relevant
9 information" field?

10 A. Definitely did not understand that question, sir.

11 Q. Okay. So do you see the "FCRA relevant information"
12 field? Right?

13 A. Correct.

14 Q. Okay. Do you know what that -- what information is
15 populated in there?

16 A. You mean the, "Current" -- where it says, "Current
17 account"?

18 Q. Yeah.

19 A. Okay.

20 Q. Do you know who populated that is what I'm asking you.

21 A. That's a white part, so it comes with the report.
22 Cenlar is populating the gray area.

23 Q. Okay.

24 A. So every white -- every white part is filled out with
25 the report that is filled out.

- 1 Q. Okay. And so that comes from the credit reporting
2 agencies is what you're telling me. Right?
- 3 A. Right. It comes on the report. Yes.
- 4 Q. Okay. And do you know what it means? As you read
5 that, do you know what that information means?
- 6 A. Not by just looking at that. No, sir. I don't know
7 the -- I don't know that code. No.
- 8 Q. Okay. Okay. And then down -- further down, we saw
9 the "compliance condition code" field is there.
10 Right? And there's nothing in that. Nothing's been
11 populated. Right?
- 12 A. Again, there's a white area, so that will be something
13 that will be done by -- by the report that it comes
14 with.
- 15 Q. But Cenlar can fill in the shaded area. Right?
- 16 A. Yeah. The shaded area will be what Cenlar has filled
17 in. Yes.
- 18 Q. Okay. And you don't see that Cenlar filled in
19 anything in this. Right?
- 20 A. No. There's nothing filled in in the shaded area.
- 21 Q. Okay. And then on this ACDV, the "special comment
22 code," the SCC right next to it, has been populated
23 with a BO code. Do you see that?
- 24 A. Yes.
- 25 Q. Do you know what that code means?

1 A. BO is the start of foreclosure.

2 Q. Okay. And so if we scroll down a little bit further,
3 this ACDV was also filled out by Barker, and she did
4 it on the exact same day, 12/6, but on the first ACDV
5 that we looked at, she didn't populate that code under
6 the SCC field. She left it blank. And on this one
7 for Experian, she didn't -- or she populated with a
8 BO. Do you know why she would be inconsistent in her
9 reporting that way?

10 A. No, sir. I don't know why it wasn't completed on the
11 previous one.

12 Q. Okay. And Ms. Barker, on the exhibit that you're
13 looking at, which is Exhibit 8, also populated the
14 "response history" -- "account history" code showing,
15 again, that plaintiff was current from March until
16 December of 2017 and then was 90 days late in January,
17 February, March, and April. Right?

18 A. Right.

19 Q. And then didn't report any information for May or
20 June. Do you know why that is?

21 A. In May and June of what year?

22 Q. May and June of 2018.

23 A. It has a D. No reporting was done at that time. No.
24 I'm not sure why it wasn't reported.

25 Q. Okay. Cenlar knew what the credit reporting status

1 was for the -- or the payment history was for June and
2 July of two thousand -- or I'm sorry -- for May and
3 June of 2018. Right?

4 A. Cenlar did not report for those two months. For May
5 and June, there's -- it appears that no reporting was
6 done.

7 Q. And why would they not report then?

8 A. You just asked the same question again. I don't --
9 based on the report, I don't know why the reporting
10 was not done for those two months.

11 Q. Okay. And is there a policy and procedure to cover
12 why they wouldn't report in certain months?

13 A. If there's a suppress of the credit reporting, it
14 would stop credit reporting. We are -- I believe we
15 are not required to report every month, but if you do
16 report, you have to report accurate. Again, just
17 looking at that document, I cannot answer why the
18 reporting was not done for those two months.

19 Q. Okay. And then let's look at Deposition Exhibit
20 Number 9.

21 (Exhibit 9 was introduced at this time.)

22 BY MR. LYONS, CONTINUING:

23 Q. This is the third -- I'm going to show you what's been
24 marked as Exhibit 9. This is the third dispute from
25 November of 2018, and this is the one that went to

1 TransUnion, and then TransUnion sent it on to Cenlar.

2 Correct?

3 A. Yeah. It's a TransUnion complaint. It -- yes.

4 That's a TransUnion complaint.

5 Q. Right. And in the -- just as in the other disputes,
6 she sent copies of her payments, the proof that she
7 made the payments, and then if we get back far enough,
8 we'll get to the Cenlar ACDV, which is the last two
9 pages of the exhibit. Yep. Let's scroll down just a
10 little.

11 Here the "FCRA relevant information" field says,
12 "Never late in January, February, March, and April."
13 Do you see that, sir?

14 A. Yes, sir.

15 Q. Okay. And then the two disputes are, "Disputes the
16 current balance, the amount past due," the current
17 balance, and then "the special comment code and/or the
18 other narrative remarks." Do you know what narrative
19 remarks are?

20 A. I'm not -- where are you referring to now, sir?

21 Q. In the middle of the page, it says, "Dispute Code 2."
22 Do you see where it says, "Narrative remarks"?

23 A. Yes.

24 Q. Okay. Do you know what a narrative remark is?

25 A. Again, that's a -- it's a white part. It's coming

1 with the credit report. That's -- so that's coming --
2 that's TransUnion's box that they're checking and
3 completing for their part. So that's from TransUnion.

4 Q. So you're saying that Cenlar doesn't have to worry
5 about that part.

6 A. I'm saying that that's what came with the report,
7 those information.

8 Q. Right. I'm just asking you if you know what it means.

9 A. I -- and, again, it came from TransUnion, so no. I
10 don't know what it means.

11 Q. Okay. All right. Then no "compliance condition code"
12 field updated by Cenlar. Correct?

13 A. It has a -- it has a BO.

14 Q. That's in the special comment code. That's the SCC
15 field, but I'm talking about the one just to the left
16 of it, the "compliance condition code" field.

17 A. That -- there's nothing filled in there by the credit
18 bureau. There's nothing filled in by Cenlar.

19 Q. Okay. And, again, the analyst -- and we'll find out
20 who that is in a minute -- is reporting the date of
21 last payment as May 21st, 2018. Right?

22 A. Right.

23 Q. Even though we know there was a June payment. Right?

24 That's what we looked at before. Right?

25 A. It's the same date as on the other reports.

1 Q. Right. Same date.

2 And then this, if we scroll down, the -- it's --
3 Ms. Barker completed this on 12/6, same day as she did
4 the other ones. Right?

5 A. I believe so.

6 Q. And does she answer that telephone number at the
7 883-3900 number that we see down there? Is that her
8 direct dial?

9 A. No, sir.

10 Q. Where does that ring at Cenlar?

11 A. It rings at Cenlar. It's a general number.

12 Q. It's the general number.

13 A. Yeah.

14 Q. Okay. And it's got the late payment, the 90 days late
15 for January, February, March, and April. Right?

16 A. Right.

17 Q. So if Green was 90 days late in June, how could she be
18 90 days late in February, March, and April? Wouldn't
19 she then be 120 in February and then more late in
20 March and more late in April? Or no?

21 A. What are you referring to, sir? The -- your reporting
22 is always done for the previous month. So if it's
23 reporting in January, that's reporting your December
24 status. The reporting is done in arrears, not the
25 current month.

1 Q. So you're saying that what this is really showing is
2 that she was 90 days late in Decem- -- in December of
3 '17. That's what you think this says?

4 A. Not -- that's why I said in December, after the plan
5 was broken, it was due for October of 2017.

6 Q. But they reported in -- on the 5th day of the month.
7 Right?

8 A. Right.

9 Q. So the reporting happened on December 5th, and the
10 denial letter didn't come out until the 14th. Right?

11 A. The report was done for the previous month.

12 Q. So is that what you're telling me is that what this is
13 saying is that she was actually 90 days late in -- as
14 of December?

15 A. Right. After the -- in the month of December, the
16 plan was broken. So when the report was done in
17 January, she was due for October, November, and
18 December. It's -- your report is reporting the
19 previous month. January would be for December.
20 February would be for January.

21 Q. So -- but then shouldn't she be over 90 days late come
22 March and April?

23 A. She kept making -- she made payments those months, so
24 that -- if no payments were made, then it would have
25 changed, but one payment was made, so it went back to

1 the 90 days.

2 MR. LYONS: Mr. Crawford, how are you doing?
3 You want to take a break, or are you doing okay?

4 THE WITNESS: I'm doing okay, sir.

5 MR. LYONS: Madam Court Reporter, how are
6 you doing?

7 COURT REPORTER: I'm doing fine. Thank you.

8 MR. LYONS: Ms. Cummings?

9 MS. CUMMINGS: I'm doing fine.

10 MR. LYONS: Okay. All right. Let's move on
11 to Deposition Exhibit Number 10.

12 (Exhibit 10 was introduced at this time.)

13 BY MR. LYONS, CONTINUING:

14 Q. Okay. In January of 2019, Ms. Green started to
15 dispute again with three letters to the credit
16 reporting agencies: Equifax, TransUnion, and Experian.
17 Is that your understanding, Mr. Crawford?

18 A. That's one document -- the exhibit you just presented.

19 Q. This is the first one, and this is the dispute to
20 Equifax. Right?

21 A. Right.

22 Q. And then attached to her dispute was the image from
23 her credit report, if you keep scanning -- or
24 scrolling down, and then -- you can keep going -- and
25 then the proof that she made payments in January,

1 February, March, and April. Correct?

2 A. Of which year?

3 Q. Pardon me?

4 A. Of which year? You said January, February, et cetera.

5 Q. Oh, I'm sorry. 2018.

6 A. Right. We went through the history. Yes.

7 Q. Right. And then eventually, at the back of the
8 exhibit, is the ACDV from Equifax to Cenlar. And if
9 we look at the last page first, let's -- yeah. Let's
10 stop right there on that page. Yep.

11 So these -- this one was responded to by
12 Ms. Cooper. We see her name at the bottom. She
13 responded to this on February 19th, 2019. Right?

14 A. Right.

15 Q. She left the 90-day-lates for January, February,
16 March, and April. She put that there was no payment
17 or no payment information related to the March and --
18 or the May and June of 2018. Right?

19 A. There was no reporting done by Cenlar for those
20 months.

21 Q. And then if we scroll up, in the "compliance condition
22 code" field on the left that we've looked at before,

23 Cenlar did not populate any information. Correct?

24 A. The report did not come with a code for us to verify,
25 and we did not complete that part of it.

1 Q. And you understand that just because nothing is
2 populated in the white part doesn't mean you can't
3 change it in the gray part. Right?

4 A. I'm not sure what you would be changing it to if you
5 have nothing to change it from, so I'm a little
6 confused about that statement.

7 Q. Say that again?

8 A. There is nothing to change it from. It did not come
9 with a code. So if it came with a code, Code X, and
10 they're asking us to change it, then we can either
11 verify that code or change it to something else. If
12 it comes blank, there's nothing to change.

13 Q. And then let's take a look at Deposition Exhibit
14 Number 11.

15 (Exhibit 11 was introduced at this time.)

16 BY MR. LYONS, CONTINUING:

17 Q. Look at -- now, this is the January 21st, 2019,
18 dispute that was sent to Experian. Similar to the one
19 we looked at to Equifax, this is the Experian one.
20 Right, Mr. Crawford?

21 A. That's what's on the document, sir.

22 Q. Okay. And then -- and you're aware that these
23 disputes were received by Cenlar. Right? Because you
24 saw those in the notes. Correct?

25 A. That's a different time frame, but I'm sure if we

1 scrolled down, if there was an ACDV to this
2 attachment, then they received it.

3 Q. Okay. Let's scroll down to the bottom. Yep. Right
4 there.

5 So that was responded to on February 19th, 2019,
6 by Monique Cooper. Right? She's the Cenlar agent.
7 Correct?

8 A. Correct.

9 Q. And see right above her name where it says,
10 "Associated images," and there's a -- there's a yes
11 there. That means that -- that means that there were
12 documents that came with the ACDV. Right?

13 A. It means -- yes. It means some things were attached.

14 Q. Okay. And then, again, no reporting for May and June
15 of 2018 right above that. Right?

16 A. Right.

17 Q. Okay. And then still consistent reporting, saying 90
18 days late January, February, March, and April, 3's in
19 all of those fields. Correct?

20 A. In 2018, correct.

21 Q. All right. And then scrolling up to the page before,
22 nothing in the "compliance condition code" field
23 populated by Cenlar. Correct?

24 A. Nothing -- no code came with the report, and no code
25 was changed or updated.

1 Q. Let's take a look at Deposition Exhibit Number 24.

2 (Exhibit 24 was introduced at this time.)

3 BY MR. LYONS, CONTINUING:

4 Q. 24 is, it looks like, a six-page document.

5 Mr. Crawford, it looks like the history of the credit
6 reporting for the Green loan. Is that your
7 understanding?

8 A. The first page, yeah. The first page is a CBR. Yes.
9 The first page is credit bureau reporting.

10 Q. Okay. And if we scroll down -- stop right there.

11 So in December of -- on December 5th, 2018, this
12 shows what was being reported for that month and year.
13 Right?

14 A. Right. Showing -- they reported as "foreclosure
15 started."

16 Q. And the status code of 84. Right? Which is 180 days
17 past due. Right? Well, that's just what it -- that's
18 what it says there. Correct?

19 A. It falls -- it falls within that. That -- yeah.

20 Q. Okay. And do you see where the "compliance condition
21 code" field is right there? Right below the "special
22 comment" field.

23 A. Okay.

24 Q. Do you see that field?

25 A. I see the "compliance condition."

1 Q. Okay. And you see that there's nothing in there.

2 Right?

3 A. Right.

4 Q. So at least for that month and that year, Cenlar was
5 reporting nothing. Correct?

6 A. There's nothing in that -- next to the "compliance
7 condition."

8 Q. Okay. And that's what this -- that's what this
9 document shows. Right? The monthly -- this is, like,
10 a snapshot of every month that Cenlar reported.
11 Right?

12 A. This is -- it's to keep a record of what is sent to
13 the bureaus. Yes.

14 Q. Exactly. Okay.

15 So if we go to the bottom of that page -- yep --
16 the report date was October 5th, 2018. Right?

17 A. October 5th. Okay.

18 Q. Right? That's what's -- that's -- so the information
19 below that line is what was reported in October -- on
20 October 5th, 2018, related to the plaintiff's loan.
21 Right?

22 A. In October, it says, "84, slash, 180 days past due."

23 Q. Right. And still no special comments, and no
24 compliance condition code. Right?

25 A. Right.

1 Q. Okay. What's the override with a yes or with a Y in
2 it next to -- next to that? Do you know what that Y
3 override is?

4 A. It's some -- it's on any kind of special kind of
5 arrangement, and you put it in any kind of special
6 instruction on how operators do reporting and changing
7 stuff, so putting in an override.

8 Q. But you don't know specifically what is being
9 overridden or what is supposed to be overridden?

10 A. Not from looking at that. Just a Y, I can't tell
11 exactly what it was -- what it was put in for.

12 Q. Okay. Let's keep -- let's put -- keep scrolling down.
13 Yep.

14 So then there's the next reporting date. It
15 looks like October 6th, 2018. Do you see that?

16 A. Right.

17 Q. So that one in August of '18, there's an 83, which is
18 150 days past due? Is that your understanding?

19 A. It's between that. I guess that it became 83 at 150
20 days, so it's -- it's about -- pretty much the number
21 it states goes with anything over that time frame.

22 Q. And then no special comment code. Right?

23 A. Right.

24 Q. And then no compliance condition code. Right?

25 A. Right.

1 Q. Then we go down to July. Now it's an 82 with 120 days
2 past due. We've got the special comment code and
3 no -- or no special comment code and no compliance
4 condition code. Correct?

5 A. Correct.

6 Q. All right. So the -- I just want to make sure we're
7 reading this right. When we show it to the court, I
8 want to be able to represent that that's how to read
9 that document. Right? Is that correct, Mr. Crawford?

10 A. I'm sorry. Was there a question pending?

11 Q. Yep. I'm just saying that's -- I want to make sure I
12 understand what those fields mean in this document.
13 Right? So that's -- with the, "Special comment code:
14 No special comment code," that means nothing was
15 reported. And then with the compliance condition
16 code, when it's blank, that means Cenlar was not
17 reporting anything. Correct?

18 A. I'm not -- I don't agree with what you -- what you
19 mean by Cenlar was not reporting anything.

20 Q. Oh, okay. Here. Let's look at it again. So right in
21 the middle of the page, on July 5th, 2018, the status
22 code is 82, and it says, "120 days past due." Right?

23 That's what Cenlar was reporting to the bureaus.

24 Correct?

25 A. Right.

1 Q. Okay. Below that, it says, "Special comment: No
2 special comment code." Right? That's what they were
3 reporting to the bureaus?

4 A. Correct.

5 Q. And below that, in the "compliance condition code"
6 field, there's nothing reported, so nothing was being
7 reported to the -- to the bureaus at that time.

8 A. Nothing -- there was no additional information for
9 special comments and compliance -- and compliance
10 code, if that's what you're referring to. You say,
11 "Nothing." There was a report being done, but a
12 portion of that is not included, so I just want to
13 clarify that.

14 Q. That's a fair clarification. All I'm saying is
15 they're -- Cenlar was telling the credit reporting
16 agencies to not populate anything in the "compliance
17 condition" field. Right? Because we're looking right
18 at it.

19 A. Cenlar was reporting the status of the account.
20 Cenlar was not telling the credit reports [sic] what
21 to populate or what not to populate. They were not
22 filling in those fields. So that's -- looking at the
23 report, that's what I can take from it.

24 Q. Well, okay. So let's keep scrolling, and you tell me
25 if at any time Cenlar ever populated the "compliance

1 condition" field. You take a -- as we -- as we scroll
2 up, you tell me whether you see where Cenlar ever told
3 the bureaus to report anything in that field. Okay?

4 So yeah. Leave it right there for a second. Did
5 you see anything where the "compliance condition"
6 field was populated?

7 A. No, sir.

8 Q. Okay. Keep going down. Let's stop right there.

9 Any compliance condition code being populated in
10 those fields?

11 A. No, sir.

12 Q. Okay. But this time now, under "Special comments,"
13 Cenlar was reporting that there was a partial payment
14 agreement. Right?

15 A. Right.

16 Q. Okay. All right. Let's keep scrolling down. Okay.
17 Stop right there.

18 Any compliance condition codes being populated by
19 Cenlar to the bureaus?

20 A. No.

21 Q. Thank you.

22 Let's go down a little further. Let's see if
23 there's any other ones in here. I don't see any. Do
24 you? Stop. Mr. Crawford, do you see any?

25 A. No.

1 Q. All right. That's enough for this exhibit. Let's
2 mark Exhibit 12 or show the witness Exhibit 12.

3 (Exhibit 12 was introduced at this time.)

4 BY MR. LYONS, CONTINUING:

5 Q. Okay. This is the third and final dispute letter that
6 Cenlar received from the credit reporting agencies in
7 January of 2019. Correct?

8 A. I show a TransUnion dispute letter.

9 Q. Right. And then we know that there was an ACDV that
10 was filled out, because you all produced it in
11 discovery. We can scroll down to the last two pages
12 of the document. Yeah. So here's the ACDV. Scroll
13 up just a little further so he can see it's from
14 TransUnion. Yep.

15 TransUnion, you see it? You guys got it on
16 February 2nd, 2019. Right?

17 A. Yes, sir.

18 Q. Okay. And scroll down. No -- okay.

19 This dispute code is different. This one is a
20 110. It says, "Claims company will change. Verify
21 all account information." Do you see that?

22 A. I see the dispute code.

23 Q. Okay. And that's populated by the credit reporting
24 agency. Correct?

25 A. Right.

1 Q. Okay. And that's a specific instruction, right, to
2 the credit report analysts. Right? They know what to
3 do when they get those codes. Right?

4 A. Right.

5 Q. Okay. Now, we didn't look at any manual that tells
6 specifically what to do depending on the code, but I
7 think that Cenlar will be able to produce that
8 information. I haven't seen it yet, but hopefully
9 that information will be coming.

10 But then down below, the "foreclosure initiated"
11 is the special comment code. Right? We see that in
12 the SCC field. Correct?

13 A. Correct.

14 Q. And in the "compliance condition" field, Cenlar made
15 no change. They just left it blank. Right?

16 A. It came blank.

17 Q. It came blank.

18 A. It was left blank.

19 Q. Yep. Cenlar left it blank after it came blank.
20 Right?

21 A. It came blank and was left blank.

22 Q. And then scrolling down, we see that this was
23 completed by Monique Cooper on 2/19/19, and there were
24 images attached. Is that correct?

25 A. Yes.

1 Q. And she made no changes to the May or June "account
2 history" fields, and -- nor did she make any changes
3 to the January, February, and May [sic], and April of
4 2018 fields.

5 A. She re- -- she verified the status. No changes were
6 needed at that time.

7 Q. But she did make some changes to the payment -- to the
8 account history. Right? She changed August of '18 to
9 a 5. She changed September -- Mr. Crawford, do you
10 see where I'm looking? I'm sorry. I didn't mean to
11 be obtuse. So in August of 2018, Cenlar is then
12 reporting a 4, and Monique Cooper now changed it to a
13 5. Right?

14 A. Correct.

15 Q. And then in September, it used to be a 4. Then she
16 changed it to -- September of '18, she made it a 6.
17 Right?

18 A. Right.

19 Q. And in November of 2018, it had been a 4 just like in
20 December, and in both of those she changed them to a
21 6. Right?

22 A. Right.

23 Q. And then in January, she had previously -- or Cenlar
24 had previously not been reporting, but now they wanted
25 a 6 in January of 2019. Right?

1 A. In January of 2019, it's a 6.

2 MR. LYONS: Yeah. Okay. Give me one sec.
3 Okay. Why don't we take a five-minute break? Let me
4 review my notes, and then we can see what's left.
5 Okay?

6 MS. CUMMINGS: Okay. Sounds good.

7 (A recess was held at this time.)

8 MR. LYONS: Let's go back on the record.

9 BY MR. LYONS, CONTINUING:

10 Q. So if we could pull back out Exhibit Number 1 and show
11 that to the witness. Let's -- yeah. Scroll down just
12 a little.

13 So, Mr. Crawford, you were put up today as the
14 corporate representative to discuss various topics.
15 Okay? They're listed here. I just want to go over a
16 couple of them with you and -- just real quickly.

17 So Topic Number 3 is, "Defendant's investigation
18 into the plaintiff's credit reporting disputes." We
19 looked at the ACDVs, but you -- I think you've told me
20 that you didn't interview Barker or Cooper. So you
21 don't really know what they did, other than just
22 looking at the ACDVs. Correct?

23 A. No, sir. I'm familiar with the process that they go
24 through to review to make -- to review and update the
25 ACDV.

1 Q. Okay.

2 A. So it's the same thing that is done on each and every
3 loan, so it's more of a process rather than the
4 individual that is doing it. You can ask the
5 individual for something that happened in 2017. All
6 they can do is rely on the same notes and the same
7 record that was created. That's how I'm able to
8 review and testify on behalf of that.

9 Q. Right. But if you can't answer about the compliance
10 condition code, you don't think they're going to be
11 able to answer about it either?

12 A. Again, I'm not familiar with the compliance condition
13 code. I did not see it on the report. I did not take
14 a look into that, so...

15 Q. Okay. So there's certain things about the
16 investigation that you can't answer because you're --
17 you weren't them and you didn't do the investigation.
18 Right?

19 A. I mean, like what? For five, six days -- five, six
20 hours, I've answered your questions, so --

21 Q. I wasn't --

22 A. -- if there's a specific code, I'm not familiar with
23 the code, but if you have any additional questions, I
24 will, again, continue to answer the questions, best of
25 my knowledge.

1 Q. Well, did -- can you answer this? Do you know if
2 Barker or Cooper ever made a request for any documents
3 from any other source like loss mitigation or
4 executive -- the executive team or anybody like that?
5 Do you know if they did that?

6 A. Based on the ACDVs, those documents, it was verifying
7 the account status and verifying payment. So what
8 you're looking at is the payment history. You're
9 looking at the notes. You have copies of the trial
10 plan that shows that we're on a trial plan. You have
11 the payment history that reflects the payments being
12 made.

13 Those are basic information that is needed that I
14 could have done the review based on the information
15 without seeking some other opinion or seeking
16 additional information. You just have to verify when
17 a payment was received, what month it was for, when it
18 was applied, what is the due date.

19 You look at loss mitigation; was there any kind
20 of loss mitigation in place? So those are the steps
21 you can go -- you look at foreclosure; is a
22 foreclosure workstation set up? These are the
23 different steps within a certain platform and the
24 different screens that you go through to answer your
25 question.

1 Q. Right. But you -- but you didn't interview Cooper or
2 Barker, so you don't know what they did, what steps
3 they did. Right? You're assuming that they did these
4 things, but you don't know for sure, because you
5 haven't interviewed them. Correct?

6 A. I did not interview them, but that is the process.
7 You will review the loan history to match the
8 reporting that is done.

9 Q. And so -- and to review the loan history, you've got
10 to go through Exhibit 4. Right? The consolidated
11 notes.

12 A. That is just one of them. You have different things
13 that you -- that you go through. You have customer
14 service. If there's a tax issue, you have different
15 things. A loan history is the entire loan file that
16 you will review by entering the borrower name or the
17 loan number into the system and reviewing the system.

18 So if I was to get an ACDV and that's my work,
19 that is the -- my job, that is the process I will go
20 through for each and every loan that you get. You
21 determine the dispute, and you -- and you review the
22 information to either verify or change it if there's a
23 dispute that is in place.

24 Q. Okay. So are you telling me that, in addition to the
25 notes that we looked at in Exhibit 4, right, because

1 you explained to me all the different notes that were
2 pulled from, you're telling me that loss mitigation
3 would not have been an important system note to look
4 at or not?

5 A. No. It's -- loss mitigation notes was in there. The
6 loss mitigation was being handled by Bayview. Bayview
7 handled the loss mitigation, and loss mitigation were
8 included in the consolidated notes.

9 Q. Bayview's were, but not Cenlar's. Right?

10 A. Yeah. Bayview was handling the loss mitigation.

11 Q. So do you know whether there's any Cenlar loss
12 mitigation notes?

13 A. It depends on the time frame. In later years, there
14 are Cenlar loss mitigation notes, because the loan
15 came back from Bayview. So depending on the time
16 frame would determine if there's a Cenlar loss
17 mitigation or if there's a Bayview loss mitigation.

18 Q. Okay. And then the notes, the NOTS, those are the
19 notes, the executive notes, and those weren't included
20 in Exhibit 4. Right?

21 A. It gets -- some of that could be included. NOTS is
22 just somewhere where, if someone that is out -- it'd
23 be outside servicing, collection, you're outside a
24 different department, it's where you would just input
25 your notes that, if anyone else decided to look at the

1 account, instead of looking around, you just go to
2 NOTS, and it kind of accumulates all the notes.

3 Q. Okay.

4 A. But, again, some of those notes could be included in
5 what was -- what was already in the consolidated
6 notes.

7 Q. Right.

8 A. But it's a place that you can enter additional notes.

9 Q. Could have been, but we don't know, because we don't
10 have those. Right?

11 A. Again, you have it. A report can be ran, but just
12 NOTS, to see what is included in there.

13 Q. Okay. Now, did you tell me -- I think we talked about
14 the FCRA -- so Number 7 on Exhibit 1, "The 'FCRA
15 relevant information' field and how, when, and why
16 defendant, if ever, has instructed its ACDV processors
17 on how and when to use it," I didn't see anything in
18 the manual, right, Exhibit 6, that we -- that your
19 counsel pointed out that talked anything about the
20 "FCRA relevant information" field. Did you?

21 A. The "FCRA relevant" field on an ACDV, that came with
22 something from the credit reports. That is their
23 field of what they populated that different code that
24 they use. So that's not part of this -- it's the
25 credit reporting agency part.

1 Q. But you --

2 A. So that's --

3 Q. -- understand that that's -- or do you understand that
4 that is critical information that the credit reporting
5 agency is communicating to Cenlar related to the
6 dispute? Or do you not understand that?

7 A. I understand that is their coding. You know, most
8 things you do, you have a drop-down box to enter the
9 code. You select the appropriate drop-down box for
10 the appropriate dispute that is in front of you, and
11 that is the information that Cenlar would use to look
12 at to determine what is the issue. Sometimes those
13 drop-down boxes are just broad, but you try to be as
14 specific as possible to identify the issues.

15 Q. Do you think that the "FCRA relevant information"
16 field is a drop-down field that gets populated by the
17 credit reporting agencies?

18 A. I -- that's -- I don't know what -- how they populate
19 that code, but looking at the ACDV, that is a report
20 where it has a dispute code, and it -- and you -- with
21 a dispute code, you have some -- just a short
22 diagnosis of the issue.

23 Q. And we've talked about the compliance condition code.
24 You weren't sure about that. I'll ask -- I'll take
25 that up with Barker and Cooper. Okay. Right?

1 A. I'm not -- again, I'm not familiar with the compliance
2 condition code.

3 Q. Okay. And then the account notes, we talked about the
4 missing notes, the executive notes and loss mitigation
5 notes from Cenlar. I think your counsel's going to
6 look for those and produce it. That was Topic
7 Number 9.

8 Topic 10 is the policy and procedure manual. The
9 only one I got was -- that pertains to ACDVs and the
10 operators and direct disputes and indirect disputes
11 was the Exhibit 6 that looked like it was incomplete
12 and it had been redacted. Remember, we looked at
13 that. Right?

14 A. Yeah. We've looked at some redacted copies.

15 Q. Yeah. And there's pages missing. We only got up to
16 page 8 of 48. Then we got a redacted page 24, and we
17 got some -- something on page 25, but we didn't get
18 the whole manual.

19 And then you and I talked about those maps at the
20 end of Exhibit 6 that had to do with direct and
21 indirect disputes, and then I pointed out to you that,
22 in the small print at the bottom, it told me that "the
23 maps are a broad overview. Refer to the departmental
24 procedure for a more in-depth description," and I
25 don't think you knew whether or not that had been

1 produced. Right?

2 A. I don't know whether that was produced, sir.

3 Q. Thank you.

4 Okay. And then Number 11 on the screen, the
5 subscriber agreements with the credit reporting
6 agencies, that's -- you don't know anything about
7 those. Right? I don't think those were produced.

8 A. I did not -- in my review, I did not see a subscriber
9 agreement.

10 Q. And you're not prepared to testify about subscriber
11 agreements today. Are you?

12 A. Do you have any document? I'm not sure what you're
13 referring to as a subscriber agreement.

14 Q. So if I say "subscriber agreement with the credit
15 reporting agencies," you don't understand what that
16 means?

17 A. No. I don't -- I mean, I don't know what you mean
18 with the subscriber agreement.

19 Q. Okay. And you -- and like you said, you haven't seen
20 any subscriber agreements in your preparation for
21 today's deposition. Correct?

22 A. No. I did not see a subscriber agreement.

23 MR. LYONS: Okay. And do you know -- so
24 Topic Number 12 on the next page, Madam Court
25 Reporter, if you can slide down, that's great.

1 BY MR. LYONS, CONTINUING:

2 Q. "Audits or quality assurance reviews concerning
3 defendant's responses to ACDVs with the credit
4 reporting agencies," do you know if Cenlar has ever
5 been audited by any credit reporting agency? Did you
6 do -- are you prepared to testify about that today?

7 A. I did not come across a copy of anybody's -- we are
8 audited by the OCC and different agencies. We have
9 internal and external audits.

10 Q. Okay. And did you look specifically and inquire with
11 the credit department to find out if there are -- have
12 been audits by the credit reporting agencies?

13 A. I am not familiar with any credit reporting -- any --
14 I reviewed for this specific -- no. I'm not familiar
15 with any audit being done by the credit agencies.

16 Q. Okay. And so you're telling me that, specifically in
17 Number 12, you did some research and tried to find out
18 if there were audits done, and there aren't?

19 A. No. No, sir. I did not say that.

20 Q. Okay. You haven't -- you didn't do any research to
21 find out if there were audits or quality assurance of
22 Cenlar by the credit reporting agencies. Correct?

23 A. I did not see any information regarding that.

24 Q. Okay. You're evading my question. Let me ask it a
25 different way. Did you or did you not conduct any

1 investigation into whether or not the credit reporting
2 agencies conducted audits or quality assurance reviews
3 concerning Cenlar's responses to ACDVs?

4 A. I did see any report regarding that, sir.

5 Q. And when you say you didn't see any report, did you --
6 where did you look to see the report?

7 A. Our -- I looked within the loan history, within the
8 documents that were produced for production.

9 Q. Okay. You didn't go and ask credit. You just looked
10 at what has already been produced in this case.

11 A. That is correct.

12 Q. Thank you.

13 Topic Number 13, "Defendant ACDV operators Barker
14 and Cooper, any employment history reviews, audits,
15 disciplines, warnings, or other critiques relating to
16 processing of ACDVs," did you do any of that research?

17 A. I did not see any reports regarding them, sir.

18 Q. Did you ask credit to pull any reports related to
19 those topics or related to any of those audits,
20 disciplines, warnings, critiques, history reviews of
21 Barker or Cooper?

22 A. No, sir. I did not -- the discipline report, that is
23 not something that I do know if there's one, and --
24 that they have one in their file, and that is not
25 something that I did come across.

1 Q. Did you look at their employment files?

2 A. I do not have access to the employment files. That is
3 with HR.

4 Q. So you did not make an inquiry to credit, to anybody
5 at credit, to find out if there are even these history
6 reviews, audits, disciplines, warnings, or other
7 critiques concerning processing of ACDVs for Barker or
8 Cooper. You did not do that. Correct?

9 A. I cannot look into any individual history --
10 employment history files, sir. So I don't have that.

11 Q. Okay. And you haven't requested that information from
12 credit, even to find out if that exists.

13 A. That's information with HR, and that's not information
14 HR will release to me.

15 Q. Okay. And you didn't ask HR for it. You just know
16 they won't give it to you. Right?

17 A. That -- sir, yeah. That -- someone's personnel file
18 would not be provided to me.

19 Q. And other than the e-mail addresses, you wouldn't know
20 any of the last known contact information for Barker
21 and Cooper. Right?

22 A. I don't understand the question.

23 Q. Take a look at Number 15. Do you know the last known
24 contact information for Barker and Cooper?

25 A. What do you mean their last known information?

1 Q. Do you know how to reach them? Do you have their
2 telephone numbers? Do you know where they live? What
3 their addresses are? Do you know any of that
4 information?

5 A. Sir, that is someone's personal information. I would
6 not have access to that.

7 Q. Okay. But you didn't ask anybody for it in
8 preparation for this deposition. Correct?

9 A. I would not ask anyone for someone's personal
10 information regarding a loan, sir. That's their
11 personal information.

12 Q. And you weren't prepared to answer that topic today.
13 Correct?

14 A. I am -- I am prepared, but in preparation, as far as
15 someone's personal cell number, their home number, or
16 their address, that's not relevant to this loan, sir.
17 And that's someone's personal -- that's someone's
18 personal information that I would not request.

19 Q. Okay. So you didn't make the request for that, and
20 you're not prepared to discuss it today. Correct?

21 A. That is a request that is not needed, sir. That is
22 someone's personal information. It has nothing to do
23 with their job. Their home address and their cell
24 phone has nothing to do with the job, and I did not
25 and I would not request that information.

1 MR. LYONS: Okay. Subject to the defendant
2 producing the documents that we have discussed today
3 on the record that have not yet been produced, and
4 subject to the topic areas that we just went over that
5 this witness -- that this witness cannot testify to,
6 the plaintiff reserves the right to recall this
7 witness or another witness to testify on those topics.

8 And so we will continue the deposition, but
9 for right now, sir, I appreciate your time today. I
10 know it's been long, and it's difficult with this
11 platform to look at the documents, but I do appreciate
12 your patience, and I appreciate your time today.
13 Thank you.

14 THE WITNESS: Thank you.

15 MR. LYONS: Ms. Cummings, do you want to
16 provide notice to your witness?

17 MS. CUMMINGS: I'm sorry. I couldn't hear
18 you. What did you say?

19 MR. LYONS: Sure. Do you want to advise the
20 witness of his rights?

21 MS. CUMMINGS: I don't know what you're
22 talking about.

23 MR. LYONS: Well, the witness has the right
24 to review the deposition. I didn't know if you wanted
25 to advise him about those rights or not.

1 MS. CUMMINGS: I'm sorry. Usually the court
2 reporter does that at other depositions I've attended.

3 COURT REPORTER: Would you like me to do
4 that?

5 MS. CUMMINGS: That would be great.

6 COURT REPORTER: Mr. Crawford, you have the
7 right, after the transcript has been finalized and
8 produced, to review it for accuracy. There would be a
9 sheet attached at the end where you could correct
10 spellings or anything that you felt was taken down
11 incorrectly. It's your choice whether you want to
12 read and then sign the deposition transcript or
13 whether you want to waive that and not take advantage
14 of that opportunity. What would you like to do?

15 THE WITNESS: Read and sign.

16 COURT REPORTER: Thank you.

17 - - - - -

18 (The videoconference 30(b)(6) deposition of
19 Raymond Crawford was adjourned at 4:25 p.m.)

20 - - - - -

21 (The original deposition transcript of
22 Raymond Crawford was forwarded in a sealed envelope to
23 Attorney Thomas J. Lyons, Jr., who is to retain the
24 same until such time it can be filed.)

25 - - - - -

I, the undersigned, Raymond Crawford, do hereby certify that I have read the foregoing deposition transcript and that, to the best of my knowledge, said deposition transcript is true and accurate with the exception of the following corrections listed below:

PAGE	LINE	CORRECTION	REASON
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Raymond Crawford

DATED

Subscribed and sworn to
before me on this _____ day
of _____, 2020.

Notary Public

1 STATE OF MINNESOTA

2 COUNTY OF DAKOTA

CERTIFICATE

3 - - - - -
4 I hereby certify that I reported the videoconference
5 30(b)(6) deposition of Raymond Crawford and that the
6 witness was by me first duly sworn to tell the whole truth;

7 That I was then and there a Notary Public in and for
8 the County of Dakota, State of Minnesota, authorized to
9 perform remote notarial acts;

10 That the testimony was transcribed by me and is a true
11 record of the testimony of the witness to the best of my
12 ability;

13 That the cost of the original has been charged to the
14 party who noticed the deposition, and that all parties who
15 ordered copies have been charged at the same rate for such
16 copies;

17 That I am not a relative or employee or counsel of any
18 of the parties or a relative or employee of such attorney
19 or counsel;

20 That I am not financially interested in the action and
21 have no contract with the parties, attorneys, or persons
22 with an interest in the action that would affect my
23 impartiality;

24 That the right to read and sign the deposition by the
25 witness was not waived.

WITNESS MY HAND AND SEAL this 27th day of July, 2020.

21 /s/ Ryan Ziegler

22 Ryan Ziegler, RPR

23 My commission expires January 31, 2022.